

FARGO CITY COMMISSION AGENDA
Monday, June 12, 2023 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/Streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 30, 2023, and Special Meeting, June 7, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Section 19-0203 and Enacting Sections 19-0206.1 and 19-0208 of Article 19-02, Amending Section 19-0302 and Enacting Sections 19-0305, 19-0306 and 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code Relating to the Department of Forestry - Trees, Parks and Boulevards.
- 2. 1st reading of an Ordinance Amending Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code Relating to Noise Control and Radio Interference.
- 3. 2nd reading and final adoption of an Ordinance Amending Section 1-0305(C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 4. Agreement (Proximity of Airport and Noise Attenuation) for real property known as Laverne's Second Addition.
- 5. Applications for Games of Chance:
 - a. Landon's Light Foundation for a raffle on 6/24/23.
 - b. Aiden New Heart Fund for a raffle on 6/13/23; Public Spirited Resolution.
 - c. Lend a Hand Up, Inc. for bingo on 7/17/23.
 - d. Fargo 12U White Baseball Team for a raffle board on 6/23/23-6/25/23.
- 6. Site Authorizations for Games of Chance:
 - a. Metro Sports Foundation at Radisson Blu.
 - b. Sharehouse Inc. at Speck's Bar.
 - c. Arc Upper Valley at Suite Shots.
 - d. Aggie Foundation at Doublewood Lounge, Inc. (O'Clevey's).
- 7. Agreement with Jaryn Homiston for the Contractual Multimedia Producer.
- 8. Easement (Temporary Construction Easement) with Bristol Street Development, LLC (Improvement District No. BR-23-F1).
- 9. Easement (Temporary Construction Easement) with Alexandra Marie, LLC (Improvement District No. BR-23-F1).

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10. Easement (Temporary Construction Easement) with MAO, LLC (Improvement District No. BR-23-F1).
 11. Easement (Temporary Construction Easement) with Rail Crossing, LLC (Improvement District No. BR-23-F1).
 12. Easement (Temporary Construction Easement) with Fabricators Supply, Inc. (Improvement District No. BR-23-F1).
 13. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson for property at 5636, 5638, 6054 and 6056 Veterans Boulevard South.
 14. Final Balancing Change Order No. 4 in the amount of \$36,486.00 for Improvement District No. BN-21-E1.
 15. Negative Final Balancing Change Order No. 3 in the amount of -\$29,997.04 for Improvement District No. BN-22-N1.
 16. Bid award to Ryan Contracting in the amount of \$3,631,788.50 for Improvement District No. UN-23-A1.
 17. Bid award to Dirt Dynamics in the amount of \$449,940.06 for Improvement District No. PN-23-E1.
 18. Create Improvement District No. BN-23-C.
 19. Change Order No. 1 for a 7-day time extension to the Interim Completion Date for Project No. PR-23-F1.
 20. Change Order No. 4 for a time extension to Substantial and Final Completion dates of 6/16/23 and 7/1/23 for Project No. MP-20-A2.
 21. Agreement for Professional Services with Houston Engineering for Project No. NR-24-B0.
 22. Contract with Veneklasen Associates, Inc. for the Noise and Vibration Study (RFP23066).
 23. Notice of Grant Award from the North Dakota Department of Health and Human Services for Public Health Emergency Preparedness – All Hazards Allocation (CFDA #93.069).
 24. Notice of Grant Award from the ND Department of Health and Human Services for Public Health Emergency Preparedness – City Readiness Initiative (CFDA #93.069).
 25. Notice of Grant Award from the ND Department of Health and Human Services Women's Way Program (CFDA #s 93.898 and 93.391).
 26. Purchase of Service Agreement with Mapleton Public School.
 27. Set June 26, 2023 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building at 421 15th Avenue North.
 28. Resolution Approving the 2023 Action Plan and Amendment to the 2021 Action Plan for the Community Development Block Grant (CDBG) and HOME Programs.

29. Bid award to Swanston Equipment for a 5-year annual trade-in contract for compact track and skid-steer loaders (RFP23042A).
30. Bid award to Swanston Equipment for a 5-year annual trade-in contract for utility work machines (RFP23042B).
31. Bid award to Trenchers Plus Inc. for the purchase/lease of 2 brush chippers in the amount of \$93,750.00 (RFP23101).
32. First Amendment to Contract Between City of Fargo, North Dakota and Ambassador Cleaning for Ground Transportation Center and Metro Transit Garage Custodial Services October 10, 2022 through October 9, 2027.
33. Contract awarded to KLJ, Inc. in the amount of \$49,921.17 for a Transit Reorganization Study (RFP20103).
34. Contract and bond for Project No. TM-23-A1.
35. Contract and bond for Improvement District No. BR-23-J1.
36. Bills.

REGULAR AGENDA:

37. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

38. **PUBLIC HEARING** – CONTINUED TO 7/24/23 - Valley View Estates Fourth Addition (3606-4890 Decorah Way South); approval recommended by the Planning Commission on 2/7/23; continued from the 5/1/23 Regular Meeting.
 - a. Zoning Change from SR-4, Single-Dwelling Residential and P/I, Public and Institutional to SR-4, Single-Dwelling Residential with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Valley View Estates Fourth Addition.
39. Update on possible solutions to street racing/speeding.
40. Presentation on the progress of the Growth Plan and an update on community engagement opportunities.
41. Recommendation for appointment of the Interim Finance Director.
42. Discussion on developing an Agreement for the use of the City-owned property at 4630 15th Avenue North for building a new Red River Regional Dispatch Center.
43. Discussion on placing monthly financial reports on the Regular Agenda.
 - a. Receive and file General Fund – Budget to Actual through May 2023 (unaudited).
44. Liaison Commissioner Assignment Updates.

Page 4 People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/CityCommission.



June 8, 2023

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Amending Section 19-0203 and Enacting Sections 19-0206.1 and 19-0208 of Article 19-02, amending Section 19-0302 and Enacting Sections 19-0305, 19-0306 and 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code relating to the Department of Forestry-Trees, Parks and Boulevards.

Mayor and Commissioners,

Presented to you today are several revisions to Articles 19-02 and 19-03 of Chapter 19 of the Fargo Municipal Code relating to the Department of Forestry- Trees, Parks and Boulevards. These proposed revisions are the culmination of extensive discussions and numerous revisions following your approval in August 2021 to move forward with the development of a Forestry License, exploration of permitting criteria and damage assessments. Several definitions are added, exemptions are noted, and a damage calculation is defined based on the appraised value of the tree impacted by the permitted work. In addition, there is an appeal process established if a license or permit is denied. Many of these revisions mirror existing ordinances in the vicinity, and help to clarify the relationship between the public and private trees. Ultimately the intent is to protect the public asset as well as protection of the public engaging a tree service contractor by requiring a license application be accompanied by proper bond and insurance, the tree contractor be licensed with the State of North Dakota when appropriate, and finally, the proper license be secured if chemical application is an intended service.

In addition to the ordinance change, a Resolution and License application will be presented in draft at your next meeting for discussion and presentation by City Forester Scott Luidahl. At the time of second reading and adoption of this Ordinance change, approval of the Resolution and License will also be sought.

Suggested Motion: I move to receive and file the following Ordinance amending Section 19-0203 and Enacting Sections 19-0206.1 and 19-0208 of Article 19-02, amending Section 19-0302 and Enacting Sections 19-0305, 19-0306 and 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code relating to the Department of Forestry-Trees, Parks and Boulevards.

Board of City Commissioners

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Please feel free to contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "Nancy J. Morris", with a large, sweeping flourish at the end.

Nancy J. Morris

cc: Scott Luidahl
Benjamin Dow

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 19-0203
AND ENACTING SECTIONS 19-0206.1 AND 19-0208 OF ARTICLE 19-02, AMENDING
SECTION 19-0302 AND ENACTING SECTIONS 19-0305, 19-0306
AND 19-0307 OF ARTICLE 19-03
OF CHAPTER 19 OF THE FARGO MUNICIPAL CODE
RELATING TO THE DEPARTMENT OF FORESTRY -- TREES,
PARKS AND BOULEVARDS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement revisions to the City of Fargo Department of Forestry ordinances by the adoption of this ordinance;

NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amend.

Section 19-0203 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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19-0203. - Permit required before planting, pruning or removing trees on public property or public rights-of-way or installing any utility—Application.

No person, firm or corporation shall hereafter plant, cause to be planted, remove, destroy, cut, deface, prune, or interfere with any tree or shrub within the limits of any street, alley, boulevard or other public way of the city, nor shall any person, firm or corporation install, repair or replace any utility installations of any type on any public right-of-way, or within the CRZ as defined by Section 19-0305, without first having obtained a written permit from the city forester; provided, however, that in the event of emergency repair, the necessity of first obtaining a written permit is hereby waived and such permit may be obtained after the repair work has been accomplished. Application for such permit shall be in writing on forms which shall be provided by the city forester. After the receipt of such application, the city forester shall investigate the location named in such application and shall grant a permit for planting of trees or shrubs only if the location is such as to allow the normal growth and development of such trees or shrubs and shall grant permits for pruning or removing only if such is consistent with the public safety and welfare. The permit shall be in writing and shall specify the location and variety of trees and the year issued, and no charge shall be made for such permit. In making application for such permit, all public utilities, persons, firms or corporations shall submit to the city forester the names of all tree care personnel used by them to assure that said personnel have been certified by the office of the city forester.

Section 2. Amendment.

Article 19-0206 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to read as follows:

19-0206. Construction activity on public property or city boulevards.

Trenching operations or other construction activities on boulevards, or within the CRZ as defined by Section 19-0305, shall not be permitted without first obtaining a permit from the city forester. Application for such permit shall be in writing on forms which shall be provided by the city forester and shall specify the location and the type of installation and construction activity. Any installation and construction activity shall be

OFFICE OF THE CITY ATTORNEY
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accomplished in accordance with regulations of the office of the city forester, which regulations shall be clearly specified on the permit issued by the city forester

Section 2. Enact.

Article 19-0206.1 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to read as follows:

19-0206.1- Exemptions:

1. Employees of the street department of the city of Fargo, while engaged in work directed by the city, shall be exempt from permit and license requirements.

2. Contractors performing work under a written contract with any governmental unit or public utility company authorized to operate within the corporate limits of the city shall be exempt from permit requirements.

Section 3. Enact.

Section 19-0208 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to read as follows:

19-0208- Damage.

Permittee shall be responsible for any damage caused to existing public trees. Damage includes more than 25% of the canopy impacted, any damage to the main stem, or work within the CRZ as defined by Section 19-0305. The city forester shall determine the appropriate remedy, including repair or removal of the impacted property. In the event removal is required, the permittee shall be responsible for the appraised value, as defined in section 19-0305.

Section 4. Amendment

Section 19-0302 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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19-0302. - Qualifications.

1 All personnel involved in the care and maintenance of trees in the city of Fargo, whether
2 employed by the office of the city forester or otherwise, must show a degree of
3 proficiency consistent with the latest version of the American National Standards
4 Institute A300 Standard for tree care operations and the American National Standards
5 Institute Z133.1 Standard for safety requirements, must be in possession of all necessary
6 and current licensing requirements, and must receive authorization from the city forester
7 before practicing any tree related services; provided, however, that for tree care and
8 maintenance crews, only the job supervisor shall be required to be authorized by the city
forester and said job supervisor shall be responsible for any violations of this ordinance
by any personnel under his direction and control. A license shall be obtained from the
City Auditor. The license fee, bond amount, insurance requirements, and other license
requirements shall be established by Resolution of the board of city commissioners.

9 Section 5. Enact.

10 Section 19-0305 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby
11 enacted to read as follows:

12 19-0305. - Definitions.

- 13
- 14 1. "Appraised Value" shall mean the value determined utilizing a formula in
15 conformity with the latest edition of the Guide for Plant Appraisal authored by the
16 Council of Tree and Landscape Appraisers. This method is used to appraise the
17 monetary value of trees too large to be replaced with nursery or field grown stock.
18 Determination of the value is based on the cost of the largest commonly available
19 transplantable tree and its cost of installation, plus the difference in value of the
20 mature tree.
- 21
- 22 2. "CRZ (Critical Root Zone)" shall mean the area equal to 1 foot from the trunk for
23 every 1 inch in diameter of a public tree measured at 4.5 feet above ground line.

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Section 6. Enact.

Section 19-0306 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby enacted to read as follows:

19-0306. – Removals.

Any person, firm or corporation removing a public tree shall be responsible for payment of the appraised value as defined in section 19-0305.

Section 7. Enact.

Section 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby enacted to read as follows:

19-0307. – City Forester Decisions – Review and Appeal.

The city forester shall set forth in writing the reasons for any permit denial and shall deliver to the permit applicant notice of such denial. Said delivery shall be deemed complete three (3) days after deposit of such notice in the United States Postal Service to the address stated on the permit application. Application denial may be appealed to the board of city commissioners in writing to the city forester within ten (10) days. The city forester shall provide written notice to the applicant of the date, time and place for a public hearing before the board of city commissioners, not less than fifteen (15) days from date of receipt of the notice of appeal.

Section 8. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1000.00; the court to have power to suspend said sentence and to revoke

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

the suspension thereof.

Section 9. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

ALL INFORMATION ON THIS FORM IS A PUBLIC RECORD

225 North 4th Street
PO Box 2471
Fargo, ND 58108-2471
Phone: (701) 241-1304 Fax: (701) 241-8184
mvanyo@FargoND.gov
Forestry License Application Form

Application made (date) _____, for a license to carry on the business/occupation as follows. I agree to abide by the laws, ordinances, and regulations pertaining thereto.

Applicant: _____

Phone#: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

E-Mail Address: _____

Expires December 31st

☐ Tree Contractor (\$50/yr)

1. PROOF OF LIABILITY INSURANCE (General Commercial Liability in an amount not less than \$1,000,000)
2. A VALID NORTH DAKOTA CONTRACTOR'S LICENSE
3. DOCUMENTATION OF ND COMMERCIAL PESTICIDE APPLICATOR'S LICENSE (IF APPLICABLE)

Applicant Signature

Date

***** My signature states that I request the issuance of a license under these requirements. *****

Entered: ☐

Approved: ☐

License Expiration Date: _____

Total Due: \$ _____ Check No: _____

Date Paid: _____

Bond No: if applicable _____

Bond Co: _____

Bond Expiration Date: _____

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, The City of Fargo has established a department of Forestry pursuant to Ordinance, Chapter 19 of the Fargo Municipal Code; and

WHEREAS, Fargo Municipal Code Section 19-0302 provides for the licensure of persons involved in the tree care operations within the city of Fargo as follows:

All personnel involved in the care and maintenance of trees in the city of Fargo, whether employed by the office of the city forester or otherwise, must show a degree of proficiency consistent with the latest version of the American National Standards Institute A300 Standard for tree care operations and the American National Standards Institute Z133.1 Standard for safety requirements, must be in possession of all necessary and current licensing requirements, and must receive authorization from the city forester before practicing any tree related services; provided, however, that for tree care and maintenance crews, only the job supervisor shall be required to be authorized by the city forester and said job supervisor shall be responsible for any violations of this ordinance by any personnel under his direction and control.

WHEREAS, The Board of City Commissioners wishes to implement a license process and establish a license fee and insurance requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the Forestry license requirements and fees for the Forestry License shall be set as follows:

1. Licensees shall be required to comply with the latest version of the American National Standards Institute A300 Standard for tree care operations.
2. Licensees shall be required to comply with the American National Standards Institute 133.1 standard for safety requirements.
3. A license fee in the amount of \$50.00 shall be required yearly for a licensee engaged in forestry services.
4. Licensees shall secure a performance bond in the amount of \$25,000.
5. Licensee shall present proof of commercial liability insurance in an amount not less than \$1,000,000.
6. Licensee shall present proof of a contractor's license from the State of North Dakota, as required, valid for the license year.
7. Licensee shall present a North Dakota commercial applicator's license for all licensees engaged in offering treatment as a portion of the services offered by the licensee.
8. If at any time the City Forestry determines that licensee has violated any terms of the license granted by the City, including failure to perform in accordance with recognized standards, the City Forester shall recommend to the Board of City Commissioners that such license be suspended or revoked. Licensee may request a hearing before the Board of City Commissioners with 10 days of receipt of notice, served by certified and regular mail at the address stated on the license application.

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by
COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:
COMMISSIONERS _____. The following were absent
and not voting: _____, and the following voted against the same: _____,
whereupon the resolution was declared duly passed and adopted.

June 8, 2023

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Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Amending Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code Relating to Noise Control and Radio Interference

Mayor and Commissioners,

Please find attached for your review and consideration an ordinance revision permitting five amplified sound permits in a 30-day period, effective from the date of enactment and sunseting on September 30, 2023, at which time the ordinance will revert back to one permit every 30 days. Future discussions relating to this matter are anticipated. This ordinance change is presented to you for consideration in response to Jade Nielsen's request for reconsideration of the decision made on May 15, 2023; no action was taken, leaving the existing ordinance in place.

Further, the suggested motion includes confirmation that the amplified sound permits issued contrary to the existing ordinance will be recognized as valid in order to resolve the disputed potential claims asserted by Fargo Brewing. Pending application will be considered in conformance with the existing ordinance. If the ordinance presented herein is approved, the applicant will be required to submit new amplified sound permit applications for review and consideration.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code Relating to Noise Control and Radio Interference, and further move to recognize permits issued contrary to the existing ordinance terms as valid.

Please feel free to contact me if you have any questions, comments or concerns.

Regards,



Nancy J. Morris

cc: Michael Redlinger
Captain Chris Helmick
Steve Sprague

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION
11-0209 OF ARTICLE 11-02 OF CHAPTER 11 OF
THE FARGO MUNICIPAL CODE
RELATING TO NOISE CONTROL
AND RADIO INTERFERENCE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supercede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 3. Amendment.

Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0209. – No person shall use or maintain any sound amplifying equipment outdoors without first having obtained a permit.

- A. Application— A complete application for a permit must be submitted to the chief of police or his authorized designee in a form established by the chief of police, along with a non-refundable fee that has been established by resolution of the board of city commissioners. The application must be made at least 30 days in advance of the requested permit date unless a waiver is granted by the chief of police. The application

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ORDINANCE NO. _____

shall contain the following information or, in lieu thereof, a detailed statement of the reason why such information cannot be furnished:

1. The name, address and telephone number of the applicant;
2. The address and a site plan showing the location of the property where the sound amplifying equipment will be used, a listing of the type of sound amplifying equipment and the direction to which the amplified sound will be directed.
3. The date and time period the sound amplifying equipment will be used.
4. A statement that the applicant understands the requirements of this chapter and agrees to comply with all applicable requirements.

B. Regulations for Use.— The following regulations apply to all permits issued pursuant to Section 11-0209.

1. The only sound permitted shall be music or human speech or both.
2. No permits shall be issued for any property located within a residential zoning district. For the purpose of this section the Downtown Mixed-Use Zoning District is not considered residential.
3. Permits are valid for the day or days listed on the permit only.
4. Permits issued for any property where the source of the sound is located within 500 feet of a residential zoning district shall be valid for no longer than one day.
5. With respect to any permit for a property where the source of the sound is within 500 feet of a residential zoning district, no more than ~~one~~ five permits may be issued every 30 days (effective from the date of enactment hereof until September 30, 2023, at which time the number of permits shall revert back to one permit every 30 days).

C. Waiver—The requirement of filing an application at least 30 days before the event may be waived by the chief of police upon a showing that the 30-day period may substantially burden protected rights, including rights of speech and assembly as to matters of public concern.

D. Issuance of Permit— The chief of police has the discretion to grant or deny a permit that pertains to a property for which a permit has been revoked within the prior 24-month period. In deciding whether to deny a permit on such grounds, the chief of police shall consider:

1. Whether the ownership of the property has changed since a prior permit was denied.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. What steps, if any, the property owner has taken to correct the violation which led to the permit revocation.

With respect to all other applications for permits, the chief of police shall issue a permit to any applicant who has submitted a properly completed application along with the applicable fee unless such permit is prohibited because the application pertains to property in a residential zoning district.

E. Revocation— A permit may be revoked by the chief of police upon:

1. Violation of one or more regulations of the permit;
2. Material misrepresentation of fact in the permit application; or
3. Material change in any of the circumstances relied upon by the chief of police in granting the permit.
4. A permit may be revoked at any time, even after the permitted event, if the chief of police learns of any violation listed above.

F. Exemptions - The following shall be exempt from the requirement of obtaining a permit under this section:

1. Community events and festivals permitted by Section 18-0314 of the Fargo Municipal;
2. Other community-wide events or festivals;
3. An event that is open to the general public for which no admission is charged and when the purpose for the event is generally not for commercial gain; and,
4. All land and property owned by the Park District is exempt from the requirements of this section.

The chief of police is authorized to determine whether a proposed event is exempt pursuant to this subsection, and shall consider the factors provided under Section 18-0314.C. of the Fargo Municipal Code in making such determination. The Fargo Moorhead Marathon, currently operated by Fargo Marathon, Inc., is hereby deemed to be a community-wide event that is exempt.

G. Appeal—The applicant or any person actually or potentially aggrieved by the issuance or denial of a permit or the granting or denial of an exemption may appeal said decision to the board of city commissioners.

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

3

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(C)(7)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance to reduce the penalty for possessing a firearm or dangerous weapon from a Class B misdemeanor to an Infraction in order to conform to state law;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 1-0305(C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-0317(B)(1), Drag Racing, Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1518A (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).

* * *

Section 2. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

Dr. Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

June 8, 2023

4

Board of City Commissioners
City Hall
225 Fourth Street North
Fargo, ND 58102

RE: Proximity of Airport and Noise Attenuation Agreement

Dear Commissioners:

Enclosed for your approval is a Proximity of Airport and Noise Attenuation Agreement for real property known as the Laverne's Second Addition.

In 2018, the City approved a nearly identical proximity agreement for Laverne's First Addition. In 2022, the City approved a proximity agreement for Laverne's Second Addition which slightly differed from the proximity agreement for Laverne's First Addition. Also, due to recording issues, various lots in Laverne's Second Addition changed ownership prior to the proximity agreement being recorded and therefore there is an argument those owners are not subject to the current proximity agreement for Laverne's Second Addition.

The enclosed draft Proximity Agreement for Laverne's Second Addition is identical in all substantive manners to the previously approved proximity agreement for Laverne's First Addition and will include the signatures of all present owners of real property in Laverne's Second Addition to ensure that the proximity agreement applies to all current and future owners. The enclosed Proximity Agreement has been reviewed by the Airport Authority and Southeast Cass Water Resource District and neither had any issues with the enclosed agreement.

Suggest Motion. I move to approve the Proximity of Airport and Noise Attenuation Agreement pending receipt of signatures from all present owners of real property subject to the agreement.

Sincerely,

Ian R. McLean

Assistant City Attorney

Enc.

AGREEMENT

(Proximity of Airport and Noise Attenuation)

STATEMENT OF PURPOSE: THIS AGREEMENT SHALL SUPERSEDE AND REPLACE IN ITS ENTIRETY THAT CERTAIN AGREEMENT RECORDED ON NOVEMBER 18, 2022 IN THE OFFICE OF THE RECORDER FOR CASS COUNTY, NORTH DAKOTA AS DOCUMENT 1679361.

WHEREAS, **SOUTHEAST CASS WATER RESOURCE DISTRICT** (herein referred to as an Owner) is the owner of the following described real property: Lots 1 and 2, in Block 1 of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Montplaisir Ag and Rental, LLP** (herein referred to as an Owner) and the **Laverne A. Montplaisir Trust created by Trust Agreement dated December 28, 2012** (herein referred to as an Owner) are the owners of the following described real property: Lots 3, 4, 5 and 6, in Block 1; Lots 1, 2, 3 and 4, in Block 4; and Lot 1, in Block 5; all in Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Perry Montplaisir** (herein referred to as an Owner) is the owner of Lot 2, in Block 5, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Bullinger Enterprises, L.L.L.P.** (herein referred to as an Owner) is the owner of Lots 3 and 4, and the South Half of Lot 2, all in Block 2, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Bullion Dudes Holdings, LLC** (herein referred to as an Owner) is the owner of Lots 3 and 4, in Block 5, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **E.W. Wylie, LLC** (herein referred to as an Owner) is the owner of Lots 7, 8, 9, 10 and 11, in Block 1, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Dakota Allied Properties, LLC** (herein referred to as an Owner) is the owner of Lot 1 and the North Half of Lot 2, all in Block 2, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, **Laverne Indy, LLC** (herein referred to as an Owner) is the owner of Lots 1, 2, 3, 4, 5, and 6, in Block 3, and Lots 5, 6, 7 and 8, in Block 2, of Laverne's Second Addition to the City of Fargo, Cass County, North Dakota;

WHEREAS, the Board of City Commissioners have approved and enacted a zoning ordinance upon the condition that the Owners and Owners' successors in interest be bound to a covenant acknowledging the proximity of Hector International Airport to Owners' property; and

WHEREAS, all references to Owners in this Agreement refer to each of the persons and entities described herein as an Owner of one or more lots in Laverne's Second Addition to the City of Fargo and each Owner shall be deemed a party to this Agreement with **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as the "City";

WHEREAS, Owners are willing to execute and to have recorded a revised agreement wherein Owners recognize the proximity of said facilities as regards all of the property owned or to be owned by Owners hereinafter described and including all other terms mentioned above; and,

NOW, THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. The subject of this Agreement, and the covenant herein, is the Owners' property, situate in the County of Cass and State of North Dakota, and more particularly described as:

All of Laverne's Second Addition to the City of Fargo, located in the West Half of Section 27, Township 140 North, Range 49 West to the City of Fargo, County of Cass and State of North Dakota. (herein the "Subject Property")

2. As a condition of City's approval of this Agreement, Owners do hereby covenant and agree with the City that said Owners will never institute any suit or action at law or otherwise against the City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation for or on account of any damage, loss or injury either to person or property, or both, resulting or which may result by reason of the use of said property in relation to the location and use of Hector International Airport and specifically for damages caused or allegedly caused by the noise of the take-off or landing of jet-propelled or other aircraft from the present runways or any future runways of the present Hector International Airport or for any other noise incidental to the operation of said airport; also from any vibration generated by said aircraft or from any pollutants or contaminants created from such aircraft usage. This provision shall include the Municipal Airport Authority of the City of Fargo, as well as any subsequently formed regional airport authority that may be formed to operate the airport facilities.

3. Owners agree that this agreement may be recorded on the above-described property and specifically agree that the following covenants shall apply to the above-described property:

FAIR DISCLOSURE STATEMENT

Airport -- The tract of land hereby conveyed and legally described lies within the vicinity of Hector International Airport and may be impacted by noise associated with the operations of said airport including noise from the take-off or landing of jet propelled or other aircraft from the present runways or any future runways of the present Hector International Airport or for any other noise incidental to the operation of said airport; or from any vibration generated or from any pollutants or contaminants created from such aircraft usage. The airport normally operates seven days per week throughout the entire year, and is open for flight operation at all hours. The present level of operations will continue and expand for the foreseeable future.

The noise rating of this tract, due to airport operations at the above-named airport according to the Noise Evaluation and Land

Use Compatibility Study (1990-91) is above 65 in the Lnd rating system.

The United States Department of Housing and Urban Development (HUD), Circular 1390.2 of 4 August 1971, Subject: Noise Abatement and Control: Departmental Policy, Implementation Responsibilities, and Standards, as well as any subsequent or replacement provisions established the following external noise exposure standards for the new construction of residential and other noise sensitive utilization:

Airport Environs

Land Zone	Site Suitability Classification
Above 75	Clearly unacceptable
65-75	Discretionary: Normally unacceptable
Below 65	Clearly acceptable

These site suitability classifications are further defined by HUD as:

1. Clearly unacceptable: The noise exposure at the site is so severe that construction costs to make the indoor environment acceptable for the performance of activities would be prohibitive. (Residential areas: the outdoor environment would be intolerable for normal residential use.)
2. Normally unacceptable: The noise exposure is significantly more severe so that unusual and costly building constructions are necessary to ensure adequate performance of activities. (Residential areas: barriers must be erected between the site and prominent noise sources to make the outdoor environment tolerable.)
3. Clearly acceptable: The noise exposure is such that the activities associated with the land use may be carried out with essentially no interference from aircraft noise. (Residential areas: both indoor and outdoor noise environments are pleasant.)

Certification

The undersigned owners of said tract of land, certifies that they have read the above statement and acknowledge the preexistence of the airport named above and the right of said airport to continue to operate and also recognize the City of Fargo sewage lagoon existence.

In the event Owners do not include the foregoing statement in the purchase agreement or deed, it shall, nonetheless, constitute a covenant and restriction running with the land and shall bind any future owners to recognition of the herein referenced facts.

4. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto and shall constitute a covenant running with the property described hereinbefore.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands the day and year first above written.

OWNER:

Southeast Cass Water Resource District

_____, Chairman

ATTEST:

_____, Secretary/Treasurer

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared _____, **CHAIRMAN OF THE SOUTHEAST CASS WATER RESOURCE DISTRICT**, to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:
Montplaisir Ag and Rental, LLP

OWNER:
LaVerne A. Montplaisir Family Trust
Created by Trust Agreement dated December
28, 2012

STEVEN J. MONTPLAISIR
General Partner

STEVEN J. MONTPLAISIR
Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared **STEVEN J. MONTPLAISIR, GENERAL PARTNER OF MONTPLAISIR AG AND AS TRUSTEE OF THE LAVERNE A. MONTPLAISIR FAMILY TRUST** to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:

PERRY B. MONTPLAISIR

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared **PERRY B. MONTPLAISIR** to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:
Bullinger Enterprises, L.L.L.P.

By: _____,
_____, its _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared _____, **Bullinger Enterprises, L.L.L.P.**, to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:
Bullion Dudes Holdings, LLC

By: _____,
_____, its _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared _____, **Bullion Dudes Holdings, LLC**, to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:
Dakota Allied Properties, LLC

By: _____
_____, its _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared _____, **Dakota Allied Properties, LLC**, to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

OWNER:
E.W. Wylie, LLC

By: _____
_____, its _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared _____, **E.W. Wylie, LLC**, to me known to be the person described in and that executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
TIMOTHY J. MAHONEY, Mayor

ATTEST:

STEVEN SPRAGUE, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared **TIMOTHY J. MAHONEY** and **STEVEN SPRAGUE**, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, NORTH DAKOTA, the municipal corporation described in and that executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

Notary Public

(S E A L)



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (5-2023)

5/30/23
5a

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Landon's Light Foundation		Dates of Activity (Does not include dates for the sales of tickets) 6/24/23	
Organization or Group Contact Person Cherish Hoffman	E-mail cherishhoffman@landonslight.org	Telephone Number 701-361-7419	
Business Address 3941 4th Street E	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Landon's Light Foundation Botanical Brothers	County Cass
Site Physical Address 3941 4th Street E 64 4th St N	City West Fargo Fargo
State ND	ZIP Code 58078 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - 6/24/2023

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	all descriptions on separate sheet	1358.00
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Providing hope & joy to critically ill children

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☒ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Cherish Hoffman	Telephone Number 701-361-7419	E-mail Address cherishhoffman@landonslight.org
Signature of Organization Group's Permit Organizer <i>Cherish Hoffman</i>	Title Operations Coordinator	Date 5/30/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4-2023)

5/31/23

56

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group <i>Aiden New Heart Fund</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>June 13th</i>	
Organization or Group Contact Person <i>Tony Bride</i>	E-mail <i>tone-e2@outlook.com</i>	Telephone Number <i>701-262-6156</i>	
Business Address	City	State	ZIP Code
Mailing Address (if different) <i>1631 9th St. N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>

SITE INFO

Site Name <i>Specks Bar</i>	County <i>Cass</i>		
Site Physical Address <i>2611 Main Ave.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>June 13th 2023</i>			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
<i>meat raffle</i>	<i>Variety of Meats</i>	<i>? It's a Raffle one Time Event</i>
Total (limit \$40,000 per year)		<i>\$ 1500.00</i>

Intended Uses of Gaming Proceeds <i>Hospital Expenses</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name <i>Tony Bride</i>	Title <i>Admin</i>	Telephone Number <i>701-202-6156</i>	E-mail Address <i>tone-e2@outlook.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>Admin</i>	Date <i>5-24-23</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (4-2023)

cc
5c

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted							
<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

*See instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Lend A Hand Up, Inc		Dates of Activity (Does not include dates for the sales of tickets) July 17, 2023	
Organization or Group Contact Person Jeana Peinovich	E-mail jpeinovich@dakmed.org	Telephone Number 701.356.2661	
Business Address DMF, 4141 28 Ave S, Fargo, ND 58104	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Suite Shots		County Cass	
Site Physical Address 3400 James Way	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time fundraising event.			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo: 4 rounds/4 winners	Gift cards: 2 @ \$50, 2 @ \$100. (In case of a tie, there are 4 extra \$50 cards)	500.00
Bingo: 4 rounds/4 winners	Each winner will designate which family fundraiser gets a \$500 grant/boos	2,000.00
Total (limit \$40,000 per year)		\$ 2,500.00

Intended Uses of Gaming Proceeds Support family fundraisers through Lend A Hand Up. 100% of funds go to local families experiencing a health crisis or other trauma.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name J. Patrick Traynor	Title Exec. Director	Telephone Number 701 271-0263	E-mail Address jpatraynor@dakmed.org
Signature of Organization or Group's Top Official <i>J. Patrick Traynor</i>		Date 6/5/23	

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2023)

5d

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	<input type="checkbox"/> Raffle by a Political or Legislative District Party
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-One* <input type="checkbox"/> Paddlewheels*	

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Fargo 12U White Baseball Team		Dates of Activity (Does not include dates for the sales of tickets) June 23,24,25, 2023	
Organization or Group Contact Person Nikki Eckman	E-mail nikki.eckman@hotmail.com	Telephone Number 701-238-7669	
Business Address	City	State	ZIP Code
Mailing Address (if different) 2641 Meadow Creek Cir S	City Fargo	State ND	ZIP Code 58104

SITE INFO

Site Name Tharaldson Little League Complex-The ATTIC/Brunsdale Complex/Anderson Fields		County Cass	
Site Physical Address 1892 17th Ave S/1702 27th S/ 2424 45th St S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) We will be located at whichever baseball field complex our games are scheduled at (our schedule has not been published as of yet), but will be one of the above.			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Boards	Sports Memorabilia (ex/ Adam Thielen and Erik Swanson Jersey, 3-5 items)	\$300/item
Raffle Boards	50/50 (up to 5 boards)	\$500/board
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Nikki Eckman	Telephone Number 701-238-7669	E-mail Address nikki.eckman@hotmail.com
Signature of Organization Group's Permit Organizer 	Title	Date 06/07/2023



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (2-2023)

Loa

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

RADISSON BLU

Street

201 5TH ST N

City

FARGO

ZIP Code

58102

County

CASS

Beginning Date(s) Authorized

7/1/23

Ending Date(s) Authorized

6/30/24

Number of Twenty-One
tables, if zero, enter "0"

1

Specific location where games of chance will be conducted and played at the site (required)

MACHINES ARE LOCATED IN THE BAR AREA AND PLAYED IN BAR AREA, EXCEPT RESTROOMS

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo

☐ **ELECTRONIC** Quick Shot Bingo

☐ Raffles

☐ **ELECTRONIC** 50/50 Raffle

☒ Pull Tab Jar

☐ Pull Tab Dispensing Device

☒ **ELECTRONIC** Pull Tab Device

☐ Club Special

☐ Tip Board

☐ Seal Board

☐ Punchboard

☐ Prize Board

☐ Prize Board Dispensing Device

☐ Sports Pools

☒ Twenty-One

☐ Poker

☐ Calcuttas

☐ Paddlewheel with Tickets

☐ Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

6/12/23

PRINT Name and official position of person signing on behalf of city/county above

Steven Sprague/City Auditor

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

Lab

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Incorporated

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Speck's Bar

Street

2611 Main Ave

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

Number of Twenty-One
tables, if zero, enter "0"

0

Specific location where games of chance will be conducted and played at the site (required)

games conducted and played in NE Section of Bar

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

Loc

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

Arc Upper Valley

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Suite Shots

Street

3400 James Way South

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

Number of Twenty-One
tables, if zero, enter "0"

0

Specific location where games of chance will be conducted and played at the site (required)

Conducted and played along North and East walls in lounge and floor 2 suites excluding restrooms

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

6/12/23

PRINT Name and official position of person signing on behalf of city/county above

Steven Sprague/City Auditor

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GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

led

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Aggie Foundation

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Doublewood Lounge, Inc (O'Clevy's)

Street

3333 13th Ave South

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/23

Ending Date(s) Authorized

06/30/24

Number of Twenty-One
tables, if zero, enter "0"

0

Specific location where games of chance will be conducted and played at the site (required)

The entire bar/restaurant public area excluding the bathroom

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☐ Raffles

☐ Seal Board

☐ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☐ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

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6/12/23

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7



COMMUNICATIONS
& GOV. AFFAIRS

June 8, 2023

Honorable Board of City Commissioners
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

Dear Commissioners,

Please find the attached copy of an agreement for a contractual employment with Jaryn Homiston as a Multimedia Producer (Videographer) in the Communications & Governmental Affairs Department (CommsGA).

In the past 30 months, CommsGA has seen a nearly 65% increase in videography requests from departments. These requests range from quick videos for consumption on social media to long-form public service campaigns. The CommsGA Team is consistently being utilized by individual departments (as well as Human Resources) to create targeted/personal videography products to recruit new team members to join Team Fargo.

We are seeing a transition away from traditional marketing/recruiting into online-focused organic content. CommsGA is also specifically being requested more and more to serve the growing needs of the Fargo Fire Department, whose mission is critically important to providing a core public safety service to our residents. Even when departments such as Planning & Development, Engineering or Fargo Cass Public Health utilize a consultant to produce a marketing campaign, they routinely rely upon City Multimedia Producers (Videographers) to shoot/edit the video for those consultants.

There is a list of nearly 50 requests for videography currently on the requested videography project list as of today. In 2022, we internally established a cap for the number of available overtime hours for videography services at 325. The actual amassed number was 345.25 for the year, with several projects being pushed forward into 2023 as sufficient time was unavailable to complete the work. To allow our team to better meet the growing needs of the organization, we are seeking to offer a contractual position for a Multimedia Producer (Videographer) through December 31, 2024.

The Finance Committee voted unanimously to approve this request at its March 27, 2023 meeting. There are no additional budgetary funds needed to facilitate this request; sufficient funds exist within the departmental personnel budget to fund this contractual position for the durational term of this contract.

Through a competitive job posting and interview process, Mr. Homiston was selected as the most qualified candidate by the interview team. There were 31 applicants and four finalists involved in this process.

Your consideration of this matter is greatly appreciated.

Suggested motion:

Approve the attached contract with Jaryn Homiston to perform the duties and services of Multimedia Producer in Fargo's Communications & Governmental Affairs for the term of June 15, 2023 through December 31, 2024.

Sincerely,

Gregg Schildberger
Chief Communications Officer

AGREEMENT

MULTIMEDIA PRODUCER

THIS AGREEMENT made and entered into the 12th day of June 2023, by and between JARYN HOMISTON and THE CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Multimedia Producer within the Communications & Governmental Affairs Department as a contracted employee; and,

WHEREAS, the City desires to appoint JARYN HOMISTON to perform the duties and services of Multimedia Producer and for purposes of the City's budgeting process, to recognize a contractual employment relationship for a period beginning June 15, 2023, and ending December 31, 2024, but which is still an "at-will" employment relationship, terminable by either party with or without cause;; and,

WHEREAS, JARYN HOMISTON has agreed to accept such appointment to perform the duties and services of Multimedia Producer on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint JARYN HOMISTON for the purpose of performing the duties and services of Multimedia Producer as described in Exhibit A attached hereto.
2. Term. The term of this agreement shall be for the period beginning June 15, 2023, and ending December 31, 2024, but may be terminated by either party at any

time, upon written notice to the other party. This relationship is an “at-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate JARYN HOMISTON in the amount of \$28.58 per hour for any and all duties and services performed as the Multimedia Designer during the calendar years of 2023 and 2024. If the City Commission awards a 2024 Competitive Wage Adjustment (COWA), JARYN HOMISTON is eligible to receive a COWA adjustment. To the extent this agreement is still in effect, beginning in years 2024 and thereafter, JARYN HOMISTON’s compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Competitive Wage Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. JARYN HOMISTON will be full-time and eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, JARYN HOMISTON will accrue annual and sick leave.

6. During the term of this agreement, JARYN HOMISTON agrees to comply with all employee policies of The City of Fargo and the Communications and Governmental Affairs Department, including all safety rules and procedures.

7. The parties hereto understand and agree that JARYN HOMISTON shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[DEPARTMENT OF COMMUNICATIONS & GOVERNMENTAL AFFAIRS]

By: _____

GREGG SCHILDBERGER
Chief Communications Officer

JARYN HOMISTON

JOB CLASS DESCRIPTION

Page 1 of 4



Job Class:	Multimedia Producer
Department:	Communications & Governmental Affairs
Supervisor:	Chief Communications Officer
FLSA Status:	Non-Exempt
Grade:	12
Revision Date:	May 2023
Prepared by:	Chief Communications Officer

Job Summary:

The Multimedia Producer leads efforts in researching, developing, editing, writing, shooting and voicing video stories which advance the goals of The City of Fargo. This position curates strategic storytelling efforts for the department and across the organization. This work includes envisioning, producing, leading, social generating, analyzing, supporting and communicating to educate a variety of audiences, including residents, businesses, members of the media, City employees and community groups on the operation and services of The City of Fargo.

Scope of Responsibility:

The Multimedia Producer is responsible for ascertaining and transforming high-level ideas into engaging stories through the creation, production and maintenance of broadcast-style stories. This individual will collaborate with the full Communications & Governmental Affairs team and other cross-functional departments to plan, create and produce vivid and impactful informational news videos to showcase The City of Fargo's services, features and share the City's story in a unique and engaging way. This position will also serve in the role of a public information officer (PIO) for the organization. Frequent direct collaboration will occur between the Multimedia Producer and the Creative Services Producer, with the Multimedia Producer providing tactical guidance to the Creative Services Producer during video shoots. The Multimedia Producer is expected to engage in creative thinking, script creation, designing and producing video materials, all while exercising initiative and sound judgement to strategically advance the City's core missions.

Essential Duties and Responsibilities:

- 1 **ENVISIONING** – Act as a driving conceptualizer for the City's external video communication efforts and a contributor to internal efforts.
 - 1.1 Function as an exceptional communicator with the ability to effectively translate technical information, City policies or programs for dissemination to the public in an easy-to-understand manner.
 - 1.2 Generate ideas, write, research, coordinate and distribute gathered information through video production to showcase City services, programs and events.
 - 1.3 Collaborate with the Communications and Governmental Affairs Department staff and cross-functional departments to write video scripts. This position will be the primary script creator for video production efforts, which will also include the authoring of textual visual elements. This will require visualization efforts in ensuring the script and video shots accurately convey the intended project scope.
 - 1.4 Creatively execute the vision of video stories from pre-production processes through the eventual internal approvals. The position is responsible for developing original and compelling ideas for digital content.
 - 1.5 Research and analyze background information related to complex events or programs to produce resident-facing stories to be effectively distill and package information in a compelling and easy-to-understand manner.

JOB CLASS DESCRIPTION

Page 2 of 4

- 1.6 Determine a story's emphasis, length and format, and organize material to compellingly advance the core values of the City through storytelling.
- 2 **PRODUCING** – Create high-quality video and voice recordings to engage a diverse audience.
 - 2.1 Creatively and efficiently develop each story while adhering to brand guidelines and City-wide strategic goals. This includes producing high quality, professional-sounding voiceovers which may sometimes also involve sourcing and utilizing external voice talent.
 - 2.2 Produce supplementary materials, including motion graphics and tease videos to drive interest in projects.
 - 2.3 Work with departments to record campaign videos for PSAs, educational videos and short videos designed for viral consumption.
 - 2.4 Assist with organizational photography, including event photos for use on social media, public websites, publications and other marketing materials.
 - 2.5 Independently organize video creation concepts capturing the City, its residents, businesses, events and naturalistic features.
 - 2.6 Spearhead efforts to create and maintain a centralized video file library repository to ensure all departmental divisions have access to the raw files.
 - 2.7 To promote continuity of operations, this position will be cross-trained to assist in the production of the live broadcast and rebroadcast of the City's meetings on and off-site, across cable access television channels and social media platforms.
- 3 **LEADING** – Drive efforts in the conceptualization and design of compelling and informative videos.
 - 3.1 This position will serve as the operational video production collaborative liaison between the department's Public Information, Public Engagement and Creative Services divisions.
 - 3.2 Produce a variety of video types from concept to completion, highlighting topics interesting and useful for residents and visitors of Fargo.
 - 3.3 Support the Communications and Governmental Affairs Department staff with video creation for use in advertisements, email campaigns, social media and other channels.
 - 3.4 Create video layouts to showcase civic storytelling of the organization's missions, programs and employees to present to the public.
 - 3.5 Assist the Creative Services Division with production of video presentations for departments, City events and others.
 - 3.6 Review copy and corrects errors in content, grammar and punctuation, following City style and formatting guidelines.
 - 3.7 Edit and disseminate the City's recorded meetings of its boards, commissions, committees to various platforms as necessary.
- 4 **SOCIAL GENERATING** – Strive to create higher rates of engagement and increased numbers of followers/subscribers across the City's various social media platforms through videos.
 - 4.1 Act as a content contributor among the City's social platforms by providing digital content to assist in the work of the Community Engagement Division.
 - 4.2 Work across departments to cross-promote City events and activities.
 - 4.3 Collaborate with departmental staff to create short videos for social media consumption, as well as broadcasting events live.
- 5 **ANALYZING** – Using various methods and measurement tools, gather and provide datasets to the Public Information Manager as part of the on-going evaluation of the effectiveness of current communication strategies.
 - 5.1 Monitor storytelling trends and provide technical expertise regarding the communication industry to ensure content and style are contemporary, while maintaining conformity with established brand guidelines.
 - 5.2 Research new and innovative strategies of communicating information by surveying peer government agencies and the private sector.

JOB CLASS DESCRIPTION

Page 3 of 4

- 5.3 Routinely evaluate the various departmental videos' accuracy of presentation and that the contents are integrated with the City's overall communication initiatives. This involves ensuring that Americans with Disabilities Act (ADA) standards are being met.
 - 5.4 Produce reports on the consumption of video content across the City's various platforms to be analyzed by City staff for evaluation of efficacy.
- 6 **SUPPORTING** – Serve in a supportive capacity to the Public Information Division and act as a comprehensive, secondary point of contact for that division.
- 6.1 Support the Public Information Manager with production and dissemination of written news releases, providing operational guidance to City departments in a responsive capacity and act as a contact for members of the media, when necessary.
 - 6.2 Assist the Public Information Manager in ensuring all forms of video communications are coordinated, timely, accurate and on-message to promote credibility, public trust and awareness of the City.
 - 6.3 Assist with coordinating production activities with vendors or consultants.
 - 6.4 Work collaboratively with the Creative Services Producer to generate highly engaging and intriguing video content.
 - 6.5 Help increase cooperation between cross-departmental teams and ensure collaborative future video efforts.
 - 6.6 Support non-departmental City employees with the execution of City meetings.
- 7 **COMMUNICATING** – Courteously and professionally maintain working relationships in executing job functions.
- 7.1 Communicate with others to provide information relating to work assignments and relay progress and challenges.
 - 7.2 Interact with the public, vendors or across departments to exchange detailed and/or technical information where an explanation of concepts is needed, such as conducting a video interview and adapting to the situation.
 - 7.3 Schedule meetings with other departments and attend trainings to gain a better understanding of different roles throughout the organization. This position is required to conduct interviews to successfully extract employee expertise and knowledge.
 - 7.4 Build contacts and direct sources within other departments to unearth potentially valuable news stories.
 - 7.5 Deliver on-camera reports demonstrating energy, confidence, professional appearance and voice quality.
- 8 **PRIORITIZING SAFETY** – Perform all job duties in compliance with safety guidelines and with an on-going awareness of safety practices.
- 8.1 Know and follow department and City rules, as well as quality work and safety practices in order to accomplish the job objectives and avoid injury or loss.
 - 8.2 Recognize digital security concerns and adhere to policies established by the City.
 - 8.3 Utilize protective equipment when required and proper body mechanics and ergonomics while performing work.
 - 8.4 When potentially unsafe conditions are observed, report them to the Creative Services Manager in a timely manner.
- 9 **ADAPTING** – Perform other duties and activities as assigned.

Minimum Qualifications:

This position requires graduation from an accredited college or university with a bachelor's degree in digital media, video production, multimedia design, mass communications, broadcast journalism or a closely-related field; at least 1.5 years of prior production experiences or an equivalent combination of

JOB CLASS DESCRIPTION

Page 4 of 4

education and experience sufficient to successfully perform the essential duties of the job. A valid driver's license is also required.

Knowledge, skills and abilities should include:

- Ability to conceptualize, produce and edit videos in a business setting with a strong emphasis on creating strong copy.
- Skills in interpersonal communication to facilitate high-level discussions with co-workers, supervisors, the general public and others to exchange or convey information, resolve disputes and receive work direction.
- The ability to multitask, with adherence to deadlines, under stressful or difficult situations.
- Skills in developing and interpreting data.
- Project management experience with precise accuracy and attention to detail.
- Strong troubleshooting and problem resolution capabilities.
- The ability to quickly demonstrate effectiveness, credibility, thoroughness and collaborative skills in adhering to and advancing the City of Fargo's brand.
- Digital social media engagement optimization concepts and strategies for video production.
- Fluency in computer applications used by the Communications & Governmental Affairs office, including the Adobe Creative Suite and Microsoft Office Suite.
- Excellent visual and conceptual design skills.
- Experience with non-linear editing software.
- Experience with digital camera equipment and knowledge of manual camera functions.
- Experience positioning objects in a frame and adjusting for best lighting and audio quality.

Physical Demands & Working Conditions:

Work is performed in television studios and on location at meetings and events, resulting in a variety of settings including intermittent exposure to moving traffic, extreme weather conditions, construction or hard hat sites, rough or unstable terrain and electrical components. Vision is required to perform and monitor essential functions, including viewing the full range of the color spectrum.

Activities include stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing and repetitive motions. Also, carrying video equipment. Intermittent (once or twice per week) use of a vehicle on City business is also required. At times deadlines are very strict.

On occasion there may be a need for emergency response. In an emergency situation, the person may be required to be on-site for a prolonged period of time at a designated facility. Activities include fingering, grasping, talking, hearing/listening, seeing/observing, repetitive motions. Occasional overnight travel may be required. The person in this position may be required to be on-call during some evenings and weekends.

Medium Work: Physical demands are normally those associated with medium work: Exerting up to 60 pounds of force occasionally, up to 20 pounds of force frequently, and/or 10 pounds of force frequently or constantly.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.

The City of Fargo, North Dakota

8

June 6, 2023

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #BR-23-F1

Dear Commissioners:

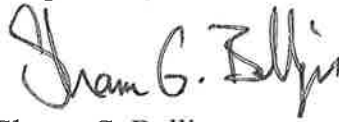
Accompanying for City Commission review and approval is a Temporary Construction Easement from **BRISTOL STREET DEVELOPMENT, LLC** in association with Improvement District #BR-23-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement from **BRISTOL STREET DEVELOPMENT, LLC**.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Kasey McNary

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **BRISTOL STREET DEVELOPMENT, LLC**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of removing and reconstructing sidewalk, together with the customary appurtenances, said tract being described as follows:

A tract of land in Lot G of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 2.00 feet of said Lot G, LESS the easterly 3.00 feet of said Lot G.

Said tract contains 45 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for removal and reconstruction of the sidewalk and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.

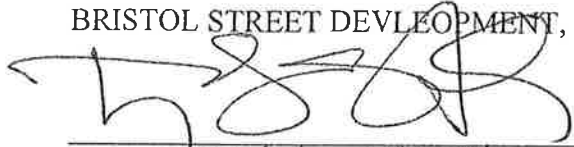
This Easement shall terminate on September 30, 2023, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 5 day of June, 2023.

GRANTOR:

BRISTOL STREET DEVELOPMENT, LLC

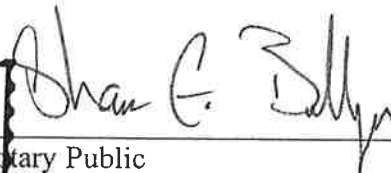
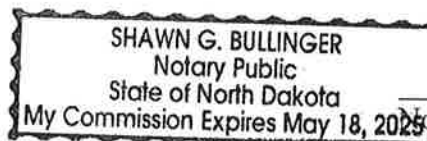


By: TERRY L. STROH
Its: President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 5 day of JUNE, 2023, before me, a notary public in and for said county and state, personally appeared TERRY STROH to me known to be the PRESIDENT of BRISTOL STREET DEVELOPMENT, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:

Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

This document prepared by:

Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N | PO Box 6017
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

8TH STREET N

SUBDIVISION OF LOTS 1-2-3-14-15-16-17,
BLOCK 7 OF ROBERTS ADDITION

LOT L LOT K LOT J LOT I LOT H LOT G LOT F LOT E LOT D

25.00'

3.00'

2.00'

SECTION LINE

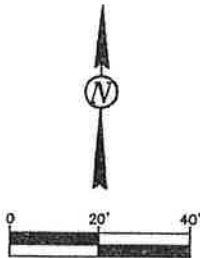
NORTHERN PACIFIC AVENUE

Description:

A tract of land in Lot G of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:







The southerly 2.00 feet of said Lot G, LESS the easterly 3.00 feet of said Lot G.

Said tract contains 45 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

-  TEMPORARY EASEMENT
-  MONUMENT FOUND
-  MONUMENT SET
-  EXISTING RIGHT-OF-WAY
-  LOT BOUNDARY
-  SECTION LINE



ENGINEERING DEPT.

TEMPORARY EASEMENT

LOT G OF THE SUBDIVISION OF LOTS 1-2-3-14-15-16 AND 17, BLOCK 7
OF ROBERTS ADDITION TO FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: APRIL 28, 2023

SHEET 1 OF 1

9

June 6, 2023

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #BR-23-F1

Dear Commissioners:

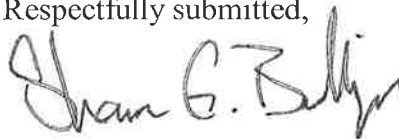
Accompanying for City Commission review and approval is a Temporary Construction Easement from **Alexandra Marie, LLC** in association with Improvement District #BR-23-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement from **Alexandra Marie, LLC**.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Kasey McNary

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **ALEXANDRA MARIE, LLC**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of removing and reconstructing sidewalk, together with the customary appurtenances, said tract being described as follows:

A tract of land in Lot G of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 2.00 feet of the easterly 3.00 feet of said Lot G.

Said tract contains 6 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for removal and reconstruction of the sidewalk and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.

This Easement shall terminate on September 30, 2023, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 31st day of May, 2023.

GRANTOR:

ALEXANDRA MARIE, LLC

By: Jesse Craig
Its: owner

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this 31st day of May, 2023, before me, a notary public in and for said county and state, personally appeared Jesse Craig to me known to be the owner of ALEXANDRA MARIE, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Sienna Whalen
Notary Public
My Commission Expires: 9/29/25

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

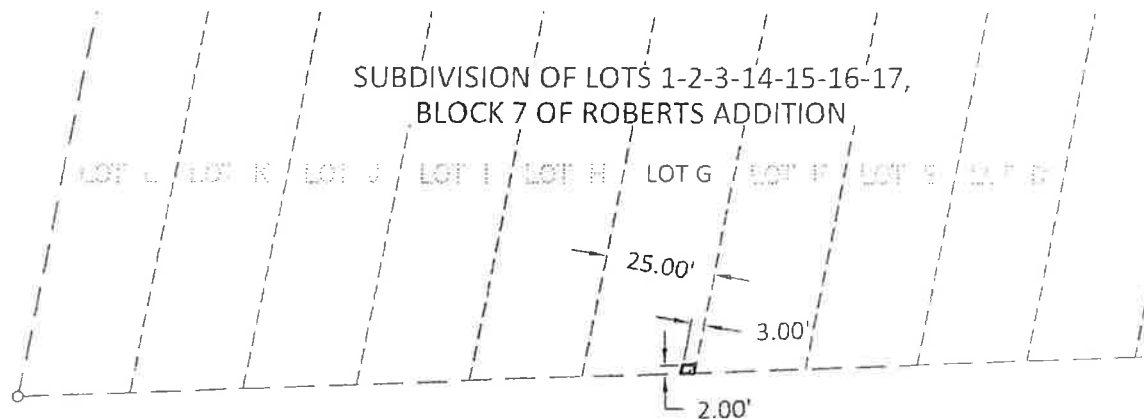
The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N | PO Box 6017
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

8TH STREET N

SUBDIVISION OF LOTS 1-2-3-14-15-16-17,
BLOCK 7 OF ROBERTS ADDITION



SECTION LINE

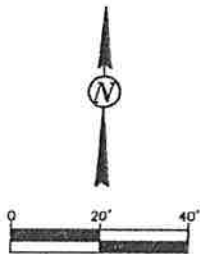
NORTHERN PACIFIC AVENUE

Description:

A tract of land in Lot G of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 2.00 feet of the easterly 3.00 feet of said Lot G.

Said tract contains 6 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- TEMPORARY EASEMENT
- MONUMENT FOUND
- MONUMENT SET
- EXISTING RIGHT-OF-WAY
- LOT BOUNDARY
- SECTION LINE



THE CITY OF
Fargo

ENGINEERING DEPT.

TEMPORARY EASEMENT

LOT G OF THE SUBDIVISION OF LOTS 1-2-3-14-15-16 AND 17, BLOCK 7
OF ROBERTS ADDITION TO FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWV

APPROVED BY: BWV

DATE: APRIL 28, 2023

SHEET 1 OF 1

10

June 6, 2023

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #BR-23-F1

Dear Commissioners:

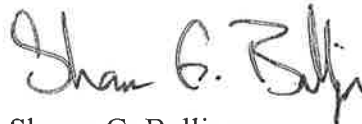
Accompanying for City Commission review and approval is a Temporary Construction Easement from **MAO, LLC** in association with Improvement District #BR-23-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement from **MAO, LLC**.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Kasey McNary

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **MAO, LLC**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of removing and reconstructing sidewalk, together with the customary appurtenances, said tract being described as follows:

"Tract - A" Description:

A tract of land in Lots K and L of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the south quarter corner of Section 6, Township 139 North, Range 48 West of the Fifth Principal Meridian in said City of Fargo; thence South 87°53'56" West, on the south line of said Section 6, a distance of 1368.18 feet; thence North 02°06'04" West a distance of 27.73 feet to the southwest corner of said Subdivision and the northeast corner of the intersection of Northern Pacific Avenue and 8th Street North to the City of Fargo, the point of beginning; thence North 09°46'36" East, on the easterly line of said 8th Street North, a distance of 12.68 feet; thence South 34°52'48" East a distance of 5.97 feet; thence South 80°25'26" East a distance of 36.49 feet to a point on the northerly right-of-way line of said Northern Pacific Avenue; thence South 87°53'56" West, on said northerly right-of-way line, a distance of 41.58 feet to the point of beginning.

Said tract contains 180 square feet, more or less.

"Tract - B" Description:

A tract of land in Lots H, I, J and K of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the south quarter corner of Section 6, Township 139 North, Range 48 West of the Fifth Principal Meridian in said City of Fargo; thence South 87°53'56" West, on the south line of said Section 6, a distance of 1368.18 feet; thence North 02°06'04" West a distance of 27.73 feet to the southwest corner of said Subdivision and the northeast corner of the intersection of Northern Pacific Avenue and 8th Street North to the City of Fargo; thence North 87°53'56" East, on the northerly right-of-way line of said Northern Pacific Avenue, a distance of 127.73 feet to the southeast corner of said Lot H, the point of beginning; thence North 09°46'36" East, on the easterly line of said Lot H, a distance of 2.04 feet; thence South 87°53'56" West a distance of 78.71 feet; thence South 55°55'50" West a distance of 3.78 feet to a point on said northerly right-of-way line; thence North 87°53'56" East, on said northerly right-of-way line, a distance of 81.49 feet to the point of beginning.

Said tract contains 160 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for removal and reconstruction of the sidewalk and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel

during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.


This Easement shall terminate on September 30, 2023, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 31st day of May, 2023.

GRANTOR:

MAO, LLC


By: Jesse Craig
Its: owner

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 31st day of May, 2023, before me, a notary public in and for said county and state, personally appeared Jesse Craig to me known to be the owner of MAO, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Sierra Whalen
Notary Public
My Commission Expires: 9/29/25

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N | PO Box 6017
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

"Tract - A" Description:

A tract of land in Lots K and L of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the south quarter corner of Section 6, Township 139 North, Range 48 West of the Fifth Principal Meridian in said City of Fargo; thence South $87^{\circ}53'56''$ West, on the south line of said Section 6, a distance of 1368.18 feet; thence North $02^{\circ}06'04''$ West a distance of 27.73 feet to the southwest corner of said Subdivision and the northeast corner of the intersection of Northern Pacific Avenue and 8th Street North to the City of Fargo, the point of beginning; thence North $09^{\circ}46'36''$ East, on the easterly line of said 8th Street North, a distance of 12.68 feet; thence South $34^{\circ}52'48''$ East a distance of 5.97 feet; thence South $80^{\circ}25'26''$ East a distance of 36.49 feet to a point on the northerly right-of-way line of said Northern Pacific Avenue; thence South $87^{\circ}53'56''$ West, on said northerly right-of-way line, a distance of 41.58 feet to the point of beginning.

Said tract contains 180 square feet, more or less.

"Tract - B" Description:

A tract of land in Lots H, I, J and K of the Subdivision of Lots 1-2-3-14-15-16 and 17, Block 7 of Roberts Addition to Fargo on file as document C-8C at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the south quarter corner of Section 6, Township 139 North, Range 48 West of the Fifth Principal Meridian in said City of Fargo; thence South $87^{\circ}53'56''$ West, on the south line of said Section 6, a distance of 1368.18 feet; thence North $02^{\circ}06'04''$ West a distance of 27.73 feet to the southwest corner of said Subdivision and the northeast corner of the intersection of Northern Pacific Avenue and 8th Street North to the City of Fargo; thence North $87^{\circ}53'56''$ East, on the northerly right-of-way line of said Northern Pacific Avenue, a distance of 127.73 feet to the southeast corner of said Lot H, the point of beginning; thence North $09^{\circ}46'36''$ East, on the easterly line of said Lot H, a distance of 2.04 feet; thence South $87^{\circ}53'56''$ West a distance of 78.71 feet; thence South $55^{\circ}55'50''$ West a distance of 3.78 feet to a point on said northerly right-of-way line; thence North $87^{\circ}53'56''$ East, on said northerly right-of-way line, a distance of 81.49 feet to the point of beginning.

Said tract contains 160 square feet, more or less.



ENGINEERING DEPT.

TEMPORARY EASEMENT

LOTS H, I, J, K & L OF THE SUBDIVISION OF LOTS
1-2-3-14-15-16 AND 17, BLOCK 7 OF ROBERTS ADDITION
TO FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

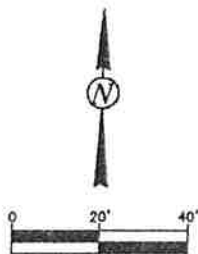
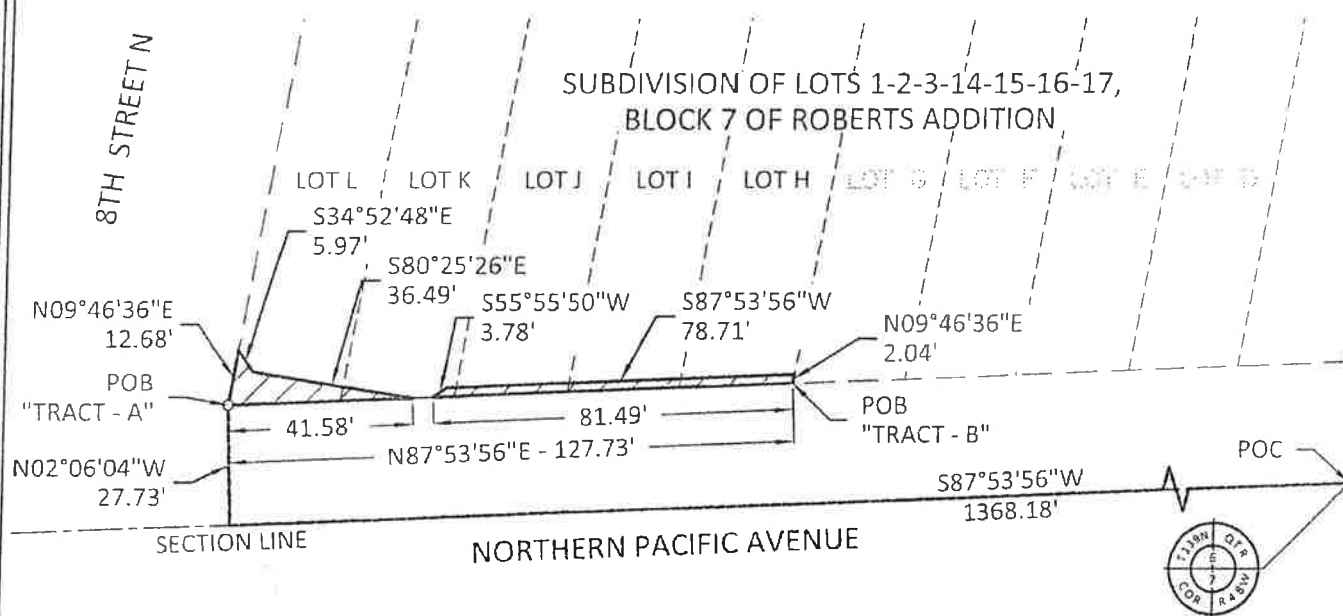
APPROVED BY: BWW

DATE: MAY 1, 2023

SHEET 1 OF 2

FILE NAME: T:\Engineering\Survey\Descriptions\1394806\BR-23-F1\BR-23-F1_Temp Easmts.dwg

EXHIBIT A



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- TEMPORARY EASEMENT
- MONUMENT FOUND
- MONUMENT SET
- EXISTING RIGHT-OF-WAY
- LOT BOUNDARY
- SECTION LINE



THE CITY OF
Fargo

ENGINEERING DEPT.

TEMPORARY EASEMENT

LOTS H, I, J, K & L OF THE SUBDIVISION OF LOTS
1-2-3-14-15-16 AND 17, BLOCK 7 OF ROBERTS ADDITION TO
FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: MAY 1, 2023

SHEET 2 OF 2



June 6, 2023

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #BR-23-F1

Dear Commissioners:

Accompanying for City Commission review and approval is a Temporary Construction Easement from **RAIL CROSSING, LLC** in association with Improvement District #BR-23-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement from **RAIL CROSSING, LLC**.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Kasey McNary

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **RAIL CROSSING LLC**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of removing and reconstructing sidewalk, together with the customary appurtenances, said tract being described as follows:

A tract of land in the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Northern Pacific Avenue and the west right-of-way line of 8th Street North; thence South 87°53'56" West, on said south right-of-way line, a distance of 60.19 feet to the northeast corner of a tract of land described in Quit Claim Deed document 1379527 on file at the Cass County Recorder's Office, the point of beginning; thence continuing South 87°53'56" West, on said south right-of-way line, a distance of 344.81 feet to the northeast corner of a tract of land described in document 1101656 on file at the Cass County Recorder's Office; thence South 02°06'04" East, on the easterly line of said tract of land described in document 1101656, a distance of 3.78 feet; thence North 88°01'47" East a distance of 344.44 feet to a point on the easterly line of said tract of land described in Quit Claim Deed document 1379527; thence North 02°29'00" East, on the easterly line of said tract of land described in Quit Claim Deed document 1379527, a distance of 4.58 feet to the point of beginning.

Said tract contains 1,438 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for removal and reconstruction of the sidewalk and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.

This Easement shall terminate on September 30, 2023, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 6 day of June, 2023.

GRANTOR:

RAIL CROSSING LLC

Tom Thompson

By:

Its:

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

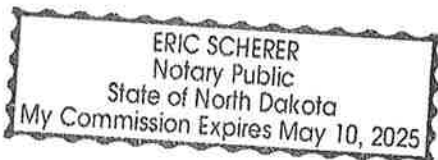
On this 6th day of June, 2023, before me, a notary public in and for said county and state, personally appeared Tom Thompson to me known to be the President of RAIL CROSSING LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Eric Scherer

Notary Public

My Commission Expires:



GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

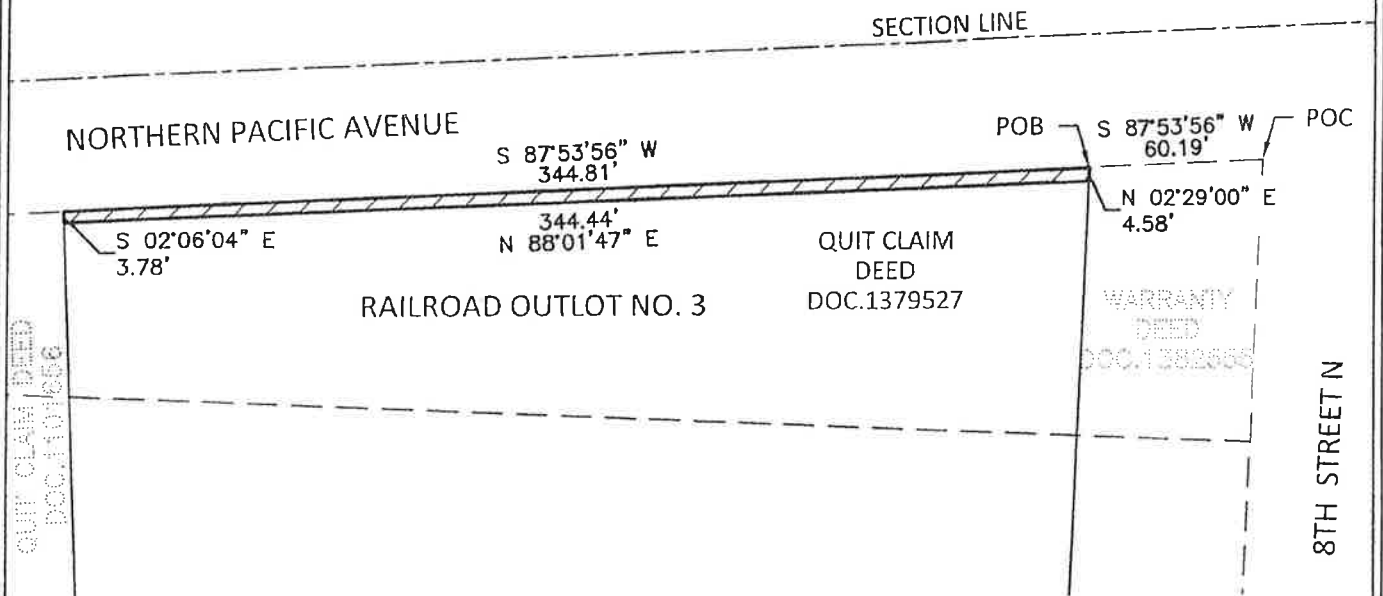
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N | PO Box 6017
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



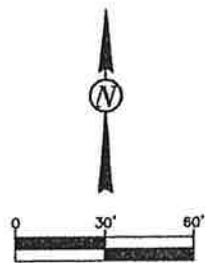
A tract of land in the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Northern Pacific Avenue and the west right-of-way line of 8th Street North; thence South 87°53'56" West, on said south right-of-way line, a distance of 60.19 feet to the northeast corner of a tract of land described in Quit Claim Deed document 1379527 on file at the Cass County Recorder's Office, the point of beginning; thence continuing South 87°53'56" West, on said south right-of-way line, a distance of 344.81 feet to the northeast corner of a tract of land described in Quit Claim Deed document 1101656 on file at the Cass County Recorder's Office; thence South 02°06'04" East, on the easterly line of said tract of land described in Quit Claim Deed document 1101656, a distance of 3.78 feet; thence North 88°01'47" East a distance of 344.44 feet to a point on the easterly line of said tract of land described in Quit Claim Deed document 1379527; thence North 02°29'00" East, on the easterly line of said tract of land described in Quit Claim Deed document 1379527, a distance of 4.58 feet to the point of beginning.

Said tract contains 1,438 square feet, more or less.

LEGEND

- TEMPORARY EASEMENT
- MONUMENT FOUND
- MONUMENT SET
- EXISTING RIGHT-OF-WAY
- PARCEL LINE
- SECTION LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MAY 16, 2023

SHEET 1 OF 1

TEMPORARY EASEMENT

NORTHWEST QUARTER SECTION 7, TOWNSHIP 139 NORTH,
RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

12

June 6, 2023

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #BR-23-F1

Dear Commissioners:

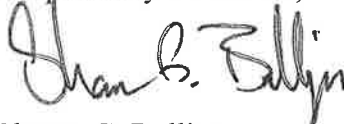
Accompanying for City Commission review and approval is a Temporary Construction Easement from **FABRICATORS SUPPLY, INC** in association with Improvement District #BR-23-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement from **FABRICATORS SUPPLY, INC.**

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Kasey McNary

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **FABRICATORS SUPPLY, INC.**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of removing and reconstructing sidewalk, together with the customary appurtenances, said tract being described as follows:

A tract of land in the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Northern Pacific Avenue and the west right-of-way line of 8th Street North; thence South 87°53'56" West, on said south right-of-way line, a distance of 405.00 feet to the northwest corner of a tract of land described in Quit Claim Deed document 1379527 on file at the Cass County Recorder's Office, the point of beginning; thence continuing South 87°53'56" West, on said south right-of-way line, a distance of 31.46 feet; thence South 02°06'04" East a distance of 3.71 feet; thence North 88°01'36" East a distance of 31.46 feet to a point on the westerly line of said tract of land described in Quit Claim Deed document 1379527; thence North 02°06'04" West, on the westerly line of said tract of land described in Quit Claim Deed document 1379527, a distance of 3.78 feet to the point of beginning.

Said tract contains 118 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for removal and reconstruction of the sidewalk and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.

This Easement shall terminate on September 30, 2023, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 6 day of June, 2023.

GRANTOR:

FABRICATORS SUPPLY, INC.

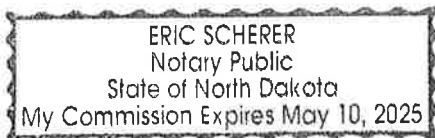
Tom Thompson
By:
Its:

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 6th day of June, 2023, before me, a notary public in and for said county and state, personally appeared Tom Thompson to me known to be the President of FABRICATORS SUPPLY, INC., and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Eric Scherer
Notary Public
My Commission Expires:



GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

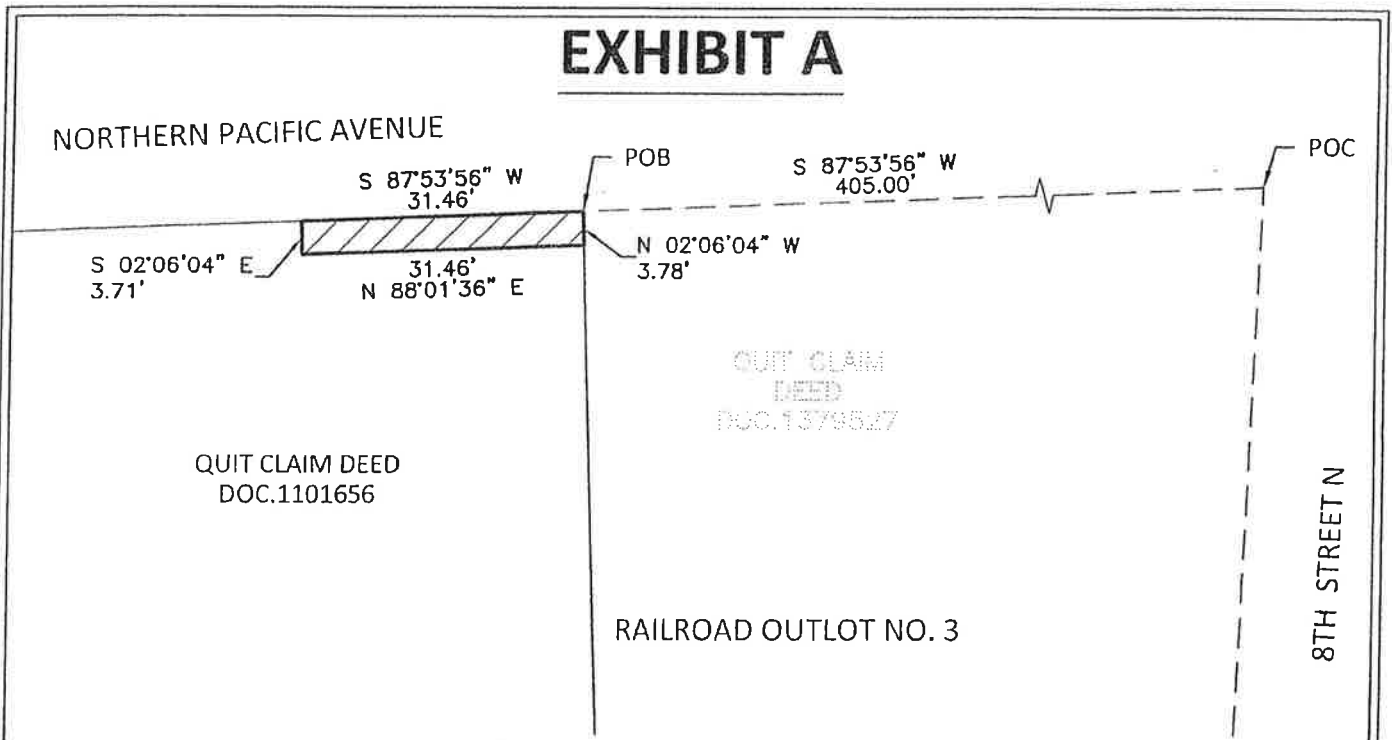
The legal description was prepared by:

Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

This document prepared by:

Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N | PO Box 6017
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

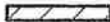







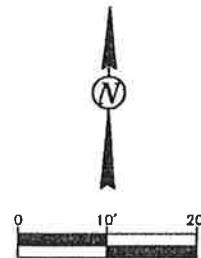
A tract of land in the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Northern Pacific Avenue and the west right-of-way line of 8th Street North; thence South 87°53'56" West, on said south right-of-way line, a distance of 405.00 feet to the northwest corner of a tract of land described in Quit Claim Deed document 1379527 on file at the Cass County Recorder's Office, the point of beginning; thence continuing South 87°53'56" West, on said south right-of-way line, a distance of 31.46 feet; thence South 02°06'04" East a distance of 3.71 feet; thence North 88°01'36" East a distance of 31.46 feet to a point on the westerly line of said tract of land described in Quit Claim Deed document 1379527; thence North 02°06'04" West, on the westerly line of said tract of land described in Quit Claim Deed document 1379527, a distance of 3.78 feet to the point of beginning.

Said tract contains 118 square feet, more or less.

LEGEND

-  TEMPORARY EASEMENT
-  MONUMENT FOUND
-  MONUMENT SET
-  EXISTING RIGHT-OF-WAY
-  PARCEL LINE
-  SECTION LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWV

DATE: MAY 16, 2023

SHEET 1 OF 1

TEMPORARY EASEMENT

NORTHWEST QUARTER SECTION 7, TOWNSHIP 139 NORTH,
RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

13

May 30, 2023

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Farm Lease Agreement – 5636, 5638, 6054 & 6056 Veterans Blvd S

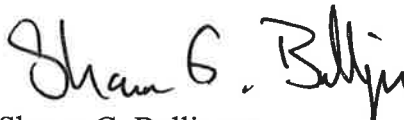
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson and Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with the **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Nancy J. Morris

FARM LEASE
(Oak Grove)

THIS LEASE, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, property comprising approximately one hundred seventeen (117) acres located on the following described parcel, and as shown in Attachment A:

All that part of the Northwest Quarter (NW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

LESS: That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01 degree 56 minutes 40 seconds East along the east line of said Northwest Quarter a distance of 439.68 feet; thence South 88 degrees 03 minutes 08 seconds West to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 2619.13 feet to a point on a line lying 200.00 feet east of and parallel with the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along said parallel line a distance of 241.72 feet to a point on the southeasterly line of said AUSTIN'S SUBDIVISION; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.
and,

That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

together with all hereditaments and appurtenances belonging thereto (the "Property").

II.

The term of the lease shall be for the farming season of 2023. That the term of this lease shall commence on the date set forth hereinafter and shall expire in one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Fourteen Thousand Forty Dollars (\$14,040), based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.**
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.**
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.**
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.**
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.**
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.**

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorney's fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: _____ LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

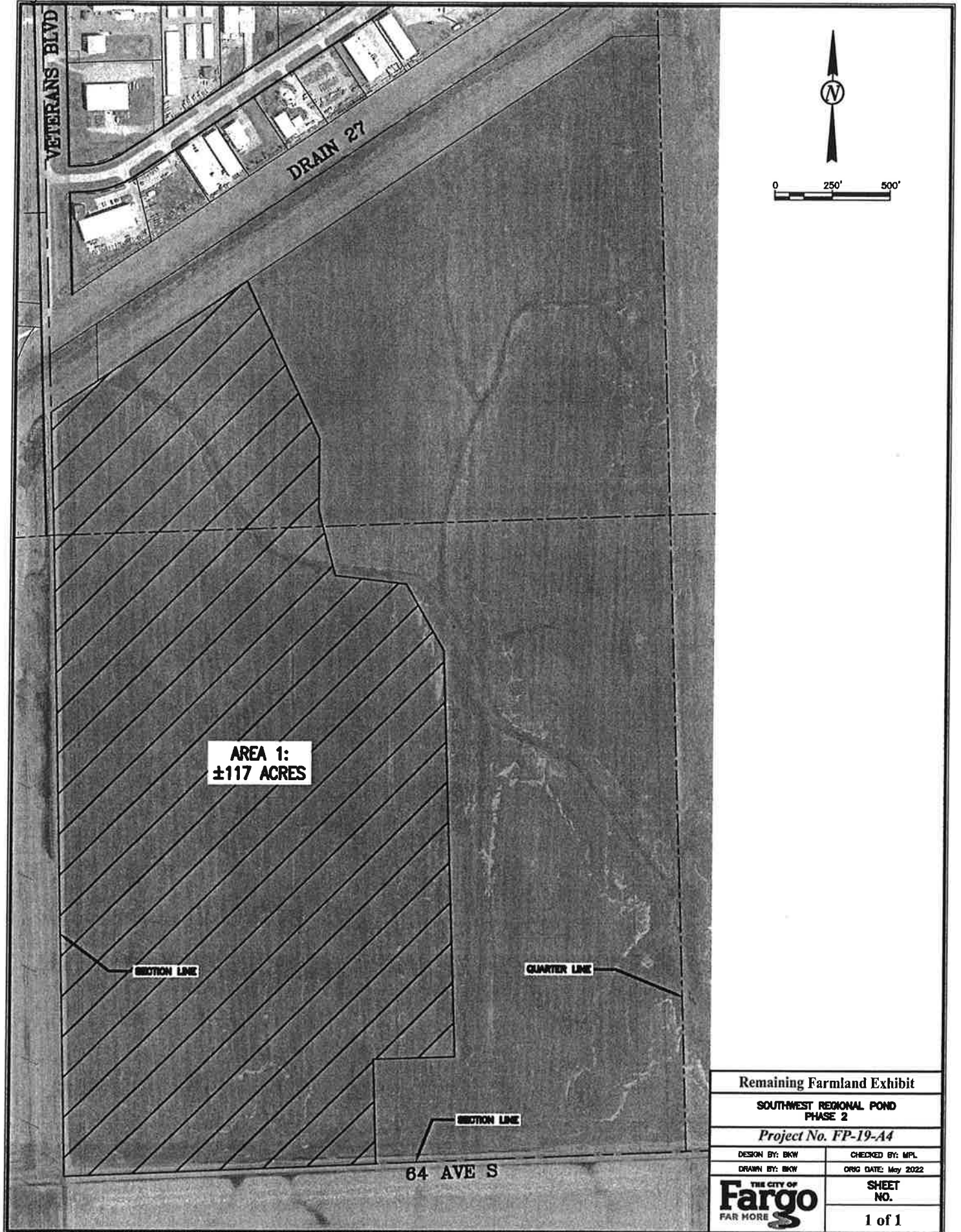
Dated: _____ LESSEE:



Chad Johnson



Kyle Johnson



Remaining Farmland Exhibit

SOUTHWEST REGIONAL POND
PHASE 2

Project No. FP-19-A4

DESIGN BY: BKN

CHECKED BY: MPL

DRAWN BY: BKN

ORIG DATE: May 2022

THE CITY OF
Fargo
FAR MORE

SHEET
NO.

1 of 1

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-E1 Type: Final Balancing Change Order #4

Location: 50th St S, Chinook Dr S, Big Goose Ln S & 37th Ave S Date of Hearing: 6/5/2023

<u>Routing</u>	<u>Date</u>
City Commission	6/12/2023
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Final Balancing Change Order #4 in the amount of \$36,486.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$36,486.00, bringing the total contract amount to \$2,121,563.95.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Final Balancing Change Order #4 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$36,486.00 bringing the total contract amount to \$2,121,563.95 to Border States Paving.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
Letter of Credit required (per policy approved 5-28-13)		N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director


 Brenda E. Derrig, P.E.
 City Engineer

ATTEST:

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: May 31, 2023
Re: Improvement District No. BN-21-E1 – Final Balancing Change Order #4

Background:

Improvement District No. BN-21-E1 is for the new construction of underground utilities asphalt pavement and incidentals in the Valley View Estates 2nd Addition. Border States Paving Inc. is the Prime Contractor for this project.

Attached is the Final Balancing Change Order #4 in the amount of \$36,843.31. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	2,048,234.64
Change Order #1	\$	5,166.00
Change Order #2	\$	0.00
Change Order #3	\$	31,320.00
Change Order #4 (FBCO)	\$	36,843.31
Total Contract:	\$	2,121,563.95

Recommended Motion:

Approve the Final Balancing Change Order #4 in the amount of \$36,843.31 to Border States Paving Inc.

WRB/klb
Attachment

C: Tom Knakmuhs



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-E1
VALLEY VIEW ESTATES 2ND ADDITION

Final Balancing
Change Order

Change Order No 4 **Change Order Date** 5/31/2023
Contractor Border States Paving Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 4

Attached is the Final Balancing Change Order in the amount of \$36,843.31. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Drainage Improvements		Sediment Control Log 6" to 8" Dia	LF	30		30	-30	0	\$3.15	-\$94.50
									Drainage Improvements Sub Total	-\$94.50
Sanitary Sewer		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	8000		8000	-8000	0	\$0.11	-\$880.00
									Sanitary Sewer Sub Total	-\$880.00
Drainage Improvements		Seeding Type B	SY	300		300	-300	0	\$1.05	-\$315.00
		Mulching Type 2 Straw	SY	300		300	-300	0	\$1.05	-\$315.00
Miscellaneous									Drainage Improvements Sub Total	-\$630.00
	2	Mulching Type 1 Hydro	SY	39862	0	39862	-25782	14080	\$0.46	-\$11,859.72
	3	Seeding Type C	SY	39862	0	39862	-25782	14080	\$0.32	-\$8,250.24
	7	Temp Construction Entrance	EA	2	0	2	-1	1	\$1,060.00	-\$1,060.00
									Miscellaneous Sub Total	-\$21,169.96
Raised Crossing	10	F&I Pavement 9" Thick Reinf Conc	SY	92	0	92	2.9	94.9	\$108.00	\$313.20

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	29	F&I Pipe SDR 26 - 6" Dia PVC	LF	4656.5	0	4656.5	-2.5	4654	\$28.40	-\$71.00
	30	F&I Pipe SDR 26 - 8" Dia PVC	LF	3317	0	3317	-12	3305	\$44.20	-\$530.40
	32	Connect Sewer Service	EA	105	0	105	-3	102	\$310.00	-\$930.00
									Raised Crossing Sub Total	\$313.20
Water Main	33	F&I Fittings C153 Ductile Iron	LB	1230	0	1230	72	1302	\$6.30	\$453.60
	35	Salvage Hydrant	EA	1	0	1	2	3	\$526.00	\$1,052.00
	39	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	55.5	0	55.5	-2.5	53	\$44.20	-\$110.50
									Sanitary Sewer Sub Total	-\$1,531.40
Paving	40	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	3233	0	3233	7	3240	\$41.00	\$287.00
	43	F&I Pipe 1" Dia Water Service	LF	4510	0	3649	61	3710	\$17.90	\$1,091.90
									Water Main Sub Total	\$2,774.00
	68	F&I Edge Drain 4" Dia PVC	LF	6212	0	6212	233	6445	\$10.50	\$2,446.50
	69	F&I Curb & Gutter Mountable (Type I)	LF	5477	0	5477	48	5525	\$17.90	\$859.20
	70	F&I Curb & Gutter Standard (Type II)	LF	981	0	981	-7	974	\$18.40	-\$128.80
	71	Remove Curb & Gutter	LF	604	0	604	16	620	\$6.75	\$108.00
	73	F&I Sidewalk 4" Thick Reinf Conc	SY	1383	0	1383	-78.5	1304.5	\$52.00	-\$4,082.00
	74	F&I Sidewalk 6" Thick Reinf Conc	SY	66	0	66	10.7	76.7	\$57.60	\$616.32
	75	Remove Sidewalk All Thicknesses All Types	SY	265	0	265	132	397	\$3.05	\$402.60
	76	F&I Shared Use Path 5" Thick Reinf Conc	SY	184	0	184	819.4	1003.4	\$55.00	\$45,067.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	77	F&I Shared Use Path 6" Thick Reinf Conc	SY	41	0	41	24.5	65.5	\$59.20	\$1,450.40
	78	F&I Det Wam Panels Cast Iron	SF	300	0	300	-12	288	\$42.10	-\$505.20
	79	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3586	0	3586	39.8	3625.8	\$67.00	\$2,666.60
	80	F&I Casting - Floating Manhole	EA	3	0	3	-1	2	\$1,690.00	-\$1,690.00
	81	Casting to Grade - Blvd	EA	7	0	7	4	11	\$210.00	\$840.00
	82	Casting to Grade - no Conc	EA	14	0	14	18	32	\$526.00	\$9,468.00
								Paving Sub Total	\$57,518.62	
Signing	88	F&I Sign Assembly & Anchor	EA	22	0	22	1	23	\$116.00	\$116.00
	89	F&I Diamond Grade Cubed	SF	98.8	0	98.8	18.5	117.3	\$23.10	\$427.35
								Signing Sub Total	\$543.35	

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$36,843.31

\$36,486.00

\$2,048,234.64

\$2,121,563.95

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

APPROVED

For Contractor

Title

Joel Paur

Border States Paving Inc

Area Manager

APPROVED DATE

Department Head

Mayor

Attest

T. Lee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Improvement District No. BN-22-N1

Type: Negative Final Balancing Change Order #3

Location: 63rd Ave S, b/w 21st St S – 18th St S

Date of Hearing: 6/5/2023

Routing

City Commission

PWPEC File

Project File

Date

6/12/2023

X

Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, regarding Negative Final Balancing Change Order #3 in the amount of \$-29,997.04, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-29,997.04, bringing the total contract amount to \$632,071.86.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-29,997.04, bringing the total contract amount to \$632,071.86 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, Project Engineer
Date: June 2, 2023
Re: Improvement District No. BN-22-N1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BN-22-N1 is for the new construction of underground utilities, asphalt pavement and incidentals on 63rd Avenue South from 21st Street South to 18th Street South.

Dakota Underground is the Prime Contractor on this project.

Attached is the Negative Final Balancing Change Order in the amount of \$-29,997.04. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	658,988.90
Change Order #1	\$	825.00
Change Order #2	\$	2,255.00
Change Order #3 (FBCO)	\$	<u>-29,997.04</u>
Total Contract:	\$	632,071.86

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of \$-29,997.04 for Improvement District BN-22-N1.

MCJ/klb
Attachment



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-N1
ON 63 AVE S FROM 21 ST S TO 18TH ST S.

Final Balancing
Change Order

Change Order No 3 Change Order Date 5/26/2023
 Contractor Dakota Underground Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 3

Final balancing change order, all work has been completed and tested.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	3	Topsoil - Import	CY	502		502	4	506	\$25.00	\$100.00
	5	Subcut	CY	501		501	-501	0	\$6.00	-\$3,006.00
	10	F&I Sidewalk 4" Thick Reinf Conc	SY	143		143	4.25	147.25	\$65.00	\$276.25
	12	F&I Det Wam Panels Cast Iron	SF	18		18	-2	16	\$61.00	-\$122.00
	13	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1181		1181	-334.32	846.68	\$112.00	-\$37,443.84
	18	Mulching Type 1 Hydro	SY	2780		2780	11740	14520	\$0.90	\$10,566.00
	19	Seeding Type C	SY	2780		2780	11740	14520	\$0.90	\$10,566.00
								Paving Sub Total		-\$19,063.59
Miscellaneous	25	Mulching Type 2 Straw	SY	2464		2464	-2464	0	\$0.47	-\$1,158.08
	26	Seeding Type C	SY	2464		2464	-2464	0	\$0.79	-\$1,946.56
	29	Sediment Control Log 6" to 8" Dia	LF	50		50	-50	0	\$5.20	-\$260.00
								Miscellaneous Sub Total		-\$3,364.64

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

-\$29,997.04

\$3,080.00

\$658,988.90

\$632,071.86

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest





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Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email: feng@FargoND.gov
www.FargoND.gov

June 7, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UN-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 7th 2023, for New Utility Construction, Improvement District No. UN-23-A1, located Northern edge of City of Fargo limits between 45th Street North and 25th Street North.

The bids were as follows:

Ryan Contracting	\$3,631,788.50
KPH, Inc.	\$3,785,617.00
Dakota Underground Co Inc	\$3,935,757.57
R L Larson Excavating Inc	\$4,014,369.50
Park Construction Company	\$4,080,864.40
J.R. Ferche Inc	\$4,339,913.00
R & R Excavating, Inc.	\$4,415,964.92
Dirt Dynamics	\$4,812,728.70
Engineers Estimate	\$4,228,635.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Ryan Contracting, in the amount of \$3,631,788.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # UN-23-A1
New Utility Construction

Northern edge of City of Fargo limits between 45th Street North
and 25th Street North

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Utility Construction Improvement District # UN-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous (West)					
1	Topsoil - Strip & Spread	LS	1.00	100,000.00	100,000.00
2	Mulching Type 2 Straw	SY	17,300.00	0.15	2,595.00
3	Seeding Type A	SY	17,300.00	0.18	3,114.00
4	Seeding Type B	SY	20,700.00	0.35	7,245.00
5	Stormwater Management	LS	1.00	3,000.00	3,000.00
6	Temp Construction Entrance	EA	1.00	3,000.00	3,000.00
7	Silt Fence - Standard	LF	6,500.00	2.50	16,250.00
8	Sediment Control Log 6" to 8" Dia	LF	1,850.00	2.15	3,977.50
9	Traffic Control - Type 2	LS	1.00	10,000.00	10,000.00
10	Mulching Type 1 Hydro	SY	20,700.00	0.36	7,452.00
Miscellaneous (West) Total					156,633.50
Miscellaneous (East)					
11	Topsoil - Strip	LS	1.00	25,000.00	25,000.00
12	Mulching Type 2 Straw	SY	69,000.00	0.15	10,350.00
13	Seeding Type A	SY	69,000.00	0.18	12,420.00
14	Stormwater Management	LS	1.00	3,000.00	3,000.00
15	Temp Construction Entrance	EA	6.00	500.00	3,000.00
16	Silt Fence - Standard	LF	1,000.00	2.50	2,500.00
17	Sediment Control Log 6" to 8" Dia	LF	900.00	2.15	1,935.00
18	Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00
19	Site Grading	LS	1.00	10,000.00	10,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
				Miscellaneous (East) Total	78,205.00
Water Main (West)					
20	F&I Manhole Air Release 5' Dia Reinf Conc	EA	2.00	30,000.00	60,000.00
21	F&I Fittings C153 Ductile Iron	LB	2,397.00	10.00	23,970.00
22	F&I Hydrant	EA	2.00	7,000.00	14,000.00
23	F&I Insulation 4" Thick	SY	10.00	70.00	700.00
24	F&I Water Main - Locator Pedestal	EA	6.00	250.00	1,500.00
25	Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
26	Bore Pipe C900 DR 18 - 16" Dia PVC	LF	200.00	300.00	60,000.00
27	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	20.00	95.00	1,900.00
28	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	165.00	120.00	19,800.00
29	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	6,890.00	115.00	792,350.00
30	Remove Pipe All Sizes All Types	LF	800.00	20.00	16,000.00
31	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	20.00	200.00	4,000.00
32	F&I Gate Valve 6" Dia	EA	2.00	3,500.00	7,000.00
33	F&I Gate Valve 12" Dia	EA	2.00	6,500.00	13,000.00
34	F&I Gate Valve 16" Dia	EA	6.00	18,000.00	108,000.00
35	F&I Pipe 1.5" Dia Water Service	LF	20.00	100.00	2,000.00
36	F&I CS & Box 1.5" Dia	EA	1.00	2,000.00	2,000.00
37	Connect Water Service	EA	1.00	1,500.00	1,500.00
38	Eliminate Water Service	EA	1.00	1,000.00	1,000.00
39	Furnish Temp Water Svc	LS	1.00	5,000.00	5,000.00
40	F&I Pipe 15" Dia Corr Steel	LF	40.00	55.00	2,200.00
41	F&I Pipe 18" Dia Corr Steel	LF	50.00	60.00	3,000.00
42	F&I Pipe 24" Dia Corr Steel	LF	10.00	75.00	750.00
43	F&I Pipe w/GB 24" Dia Corr Steel	LF	80.00	100.00	8,000.00
44	F&I Flared End Section 15" Dia Corr Steel	EA	4.00	300.00	1,200.00
45	F&I Flared End Section 18" Dia Corr Steel	EA	5.00	400.00	2,000.00
46	F&I Flared End Section 24" Dia Corr Steel	EA	3.00	450.00	1,350.00
47	Bore Pipe 30" Dia Steel	LF	380.00	1,100.00	418,000.00
				Water Main (West) Total	1,580,220.00
Water Main (East)					
48	F&I Fittings C153 Ductile Iron	LB	4,698.00	10.00	46,980.00
49	F&I Hydrant	EA	2.00	7,000.00	14,000.00
50	F&I Hydrant - Restrained Joint	EA	4.00	7,500.00	30,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Insulation 4" Thick	SY	130.00	70.00	9,100.00
52	F&I Water Main - Locator Pedestal	EA	6.00	250.00	1,500.00
53	Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
54	Bore Pipe C900 DR 18 - 16" Dia PVC	LF	65.00	300.00	19,500.00
55	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	95.00	3,800.00
56	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,650.00	85.00	225,250.00
57	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	10,520.00	115.00	1,209,800.00
58	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	100.00	150.00	15,000.00
59	F&I Gate Valve 6" Dia	EA	6.00	3,500.00	21,000.00
60	F&I Gate Valve 12" Dia	EA	3.00	6,500.00	19,500.00
61	F&I Gate Valve 16" Dia	EA	10.00	18,000.00	180,000.00
62	F&I Pipe 24" Dia Corr Steel	LF	20.00	75.00	1,500.00
63	F&I Pipe w/GB 24" Dia Corr Steel	LF	80.00	100.00	8,000.00
64	F&I Flared End Section 24" Dia Corr Steel	EA	4.00	450.00	1,800.00
Water Main (East) Total					1,816,730.00
Total Construction in \$					3,631,788.50
Engineering 6.00%					217,907.31
Admin 4.00%					145,271.54
Legal 3.00%					108,953.66
Interest 4.00%					145,271.54
Contingency 10.00%					363,178.85
Misc. Costs					36,006.00
Total Estimated Costs					4,648,377.40
Special Assessments					1,106,227.86
Utility Funds - Water - 501					538,201.00
State Funds - NDSWC					3,003,948.54
Unfunded Costs					0.00

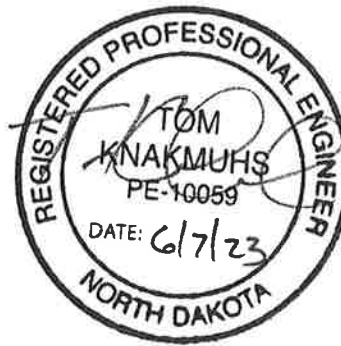
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/07/2023

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', is written over a horizontal line.

Thomas Knakmuhs

Assistant City Engineer





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Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

June 7, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-23-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 7th 2023, for New Paving Construction, Improvement District No. PN-23-E1, located 73rd Ave S between 14th St S and University Dr..

The bids were as follows:

Dirt Dynamics	\$449,940.06
Key Contracting Inc	\$499,554.25
Dakota Underground Co Inc	\$506,577.41
Border States Paving Inc	\$567,715.89
Engineers Estimate	\$340,382.00

Private financial security is not needed.

10 protests were recieved amounting to 16.79% of the Improvement District.

This office recommends that the protests be declared insufficient and the contract be awarded to Dirt Dynamics in the amount of \$449,940.06 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # PN-23-E1
New Paving Construction

73rd Ave S between 14th St S and University Dr.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Paving Construction Improvement District # PN-23-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Frontage Road					
1	Remove Pavement All Thicknesses All Types	SY	255.00	20.00	5,100.00
2	Remove Pipe All Sizes All Types	LF	74.00	12.00	888.00
3	Topsoil - Import	CY	443.00	16.00	7,088.00
4	Site Grading	SY	2,855.00	2.00	5,710.00
5	Excavation	CY	45.00	20.00	900.00
6	Remove Gravel	SY	2,600.00	2.00	5,200.00
7	Salvage Gravel	SY	130.00	4.00	520.00
8	Mulching Type 1 Hydro	SY	3,000.00	0.69	2,070.00
9	Seeding Type B	SY	3,000.00	1.05	3,150.00
Frontage Road Total					30,626.00
Paving					
10	Remove Tree	EA	4.00	500.00	2,000.00
11	Remove Pavement All Thicknesses All Types	SY	418.00	20.00	8,360.00
12	Adjust Manhole	EA	1.00	1,250.00	1,250.00
13	Topsoil - Strip & Spread	CY	1,588.00	6.00	9,528.00
14	Boulevard Grading	SY	1,060.00	2.00	2,120.00
15	Excavation	CY	905.00	16.00	14,480.00
16	Subcut	CY	200.00	4.00	800.00
17	Subgrade Preparation	SY	2,220.00	2.00	4,440.00
18	F&I Woven Geotextile	SY	2,220.00	2.40	5,328.00
19	F&I Class 5 Agg - 8" Thick	SY	2,220.00	16.50	36,630.00
20	F&I Edge Drain 4" Dia PVC	LF	856.00	12.45	10,657.20

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Curb & Gutter Mountable (Type I)	LF	906.00	26.50	24,009.00
22	Remove Curb & Gutter	LF	50.00	10.00	500.00
23	F&I Sidewalk 4" Thick Reinf Conc	SY	382.00	90.00	34,380.00
24	F&I Sidewalk 6" Thick Reinf Conc	SY	22.00	108.00	2,376.00
25	Remove Sidewalk All Thicknesses All Types	SY	4.00	20.00	80.00
26	F&I Det Warn Panels Cast Iron	SF	40.00	58.00	2,320.00
27	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	775.00	100.00	77,500.00
28	Casting to Grade - Blvd	EA	2.00	600.00	1,200.00
29	Casting to Grade - no Conc	EA	2.00	596.00	1,192.00
30	GV Box to Grade - Blvd	EA	3.00	500.00	1,500.00
31	Mulching Type 1 Hydro	SY	2,250.00	0.69	1,552.50
32	Seeding Type B	SY	2,250.00	1.05	2,362.50
Paving Total					244,565.20
Water Main					
33	F&I Fittings C153 Ductile Iron	LB	136.00	8.41	1,143.76
34	F&I Hydrant	EA	1.00	6,440.00	6,440.00
35	Connect Pipe to Exist Pipe	EA	2.00	2,900.00	5,800.00
36	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	6.00	40.00	240.00
37	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	22.00	137.00	3,014.00
38	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	341.00	188.00	64,108.00
39	F&I Gate Valve 4" Dia	EA	1.00	2,100.00	2,100.00
40	F&I Gate Valve 6" Dia	EA	1.00	2,400.00	2,400.00
41	F&I Gate Valve 8" Dia	EA	1.00	3,300.00	3,300.00
Water Main Total					88,545.76
Street Lights					
42	F&I Base 6' Deep Reinf Conc	EA	2.00	2,625.00	5,250.00
43	F&I Conductor #6 USE Cu	LF	1,176.00	3.15	3,704.40
44	F&I Innerduct 1.5" Dia	LF	392.00	15.75	6,174.00
45	F&I Luminaire Type A	EA	2.00	550.00	1,100.00
46	F&I Pull Box	EA	1.00	2,310.00	2,310.00
47	F&I Light Standard Type A	EA	2.00	4,880.00	9,760.00
Street Lights Total					28,298.40
Storm Sewer					
48	F&I Manhole 4' Dia Reinf Conc	EA	1.00	4,425.00	4,425.00
49	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	4,785.00	9,570.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	2,632.00	2,632.00
51	Remove Inlet	EA	1.00	450.00	450.00
52	Connect Pipe to Exist Pipe	EA	1.00	650.00	650.00
53	F&I Pipe 15" Dia	LF	51.00	63.00	3,213.00
54	F&I Pipe 15" Dia Reinf Conc	LF	91.00	92.00	8,372.00
55	Remove Pipe All Sizes All Types	LF	8.00	12.00	96.00
56	F&I Pipe w/GB 15" Dia Reinf Conc	LF	62.00	99.00	6,138.00
57	F&I Flared End Section 15" Dia Reinf Conc	EA	2.00	1,475.00	2,950.00
Storm Sewer Total					38,496.00
Signing					
58	Traffic Control - Type 1	LS	1.00	4,200.00	4,200.00
59	Remove Sign Assembly	EA	2.00	30.00	60.00
60	F&I Sign Assembly & Anchor	EA	8.00	105.00	840.00
61	F&I Diamond Grade Cubed	SF	34.10	27.00	920.70
62	F&I High Intensity Prismatic	SF	9.00	26.00	234.00
Signing Total					6,254.70
Erosion Control					
63	Stormwater Management	LS	1.00	2,000.00	2,000.00
64	Temp Construction Entrance	EA	1.00	1,550.00	1,550.00
65	Sediment Control Log 6" to 8" Dia	LF	100.00	3.15	315.00
66	Inlet Protection - New Inlet	EA	4.00	175.00	700.00
67	Inlet Protection - Existing Inlet	EA	2.00	210.00	420.00
Erosion Control Total					4,985.00
Pavement Marking					
68	Obliterate Pavement Markings	SF	125.00	21.00	2,625.00
69	Paint Epoxy Line 8" Wide	LF	200.00	21.00	4,200.00
70	Paint Epoxy Message	SF	32.00	42.00	1,344.00
Pavement Marking Total					8,169.00
Total Construction in \$					449,940.06

Engineering	10.00%	44,994.01
Admin	4.00%	17,997.60
Legal	3.00%	13,498.20
Interest	4.00%	17,997.60
Contingency	5.00%	22,497.01
Total Estimated Costs		566,924.48
Special Assessments		416,768.06
Sales Tax Funds - Infrastructure - 420		38,588.76
Cass Rural WUD Funds		111,567.66
Unfunded Costs		0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/07/2023



Thomas Knakmuhs
Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

18

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

New Paving and Utility Construction

Improvement

District No. BN-23-C

Call For Bids	<u>June 12</u>	<u>2023</u>
Advertise Dates	<u>June 21 & 28</u>	<u>2023</u>
Bid Opening Date	<u>July 19</u>	<u>2023</u>
Substantial Completion Date	<u>June 28</u>	<u>2024</u>
Final Completion Date	<u>July 29</u>	<u>2024</u>

N/A

PWPEC Report (Part of 2023 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

Bid Quantities (Attach Copy for Auditor's Office Only)

X

Notice to Property Owners (Dan Eberhardt)

N/A

Supplemental Funding Language Included

Project Engineer Matthew Jennings

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-C
ON 26TH ST S BETWEEN 67TH AVE S & 69TH AVE S &
FULTON LOOP S, WEST OF 25TH ST S ALONG 26TH ST S.

Nature & Scope

Infrastructure request to facilitate construction of underground utilities, asphalt pavement and incidentals as requested by the Developer.

Purpose

This project is to provide City infrastructure for the development of new residential properties and to connect existing infrastructure.

Feasibility

The estimated cost of construction is \$1,671,973.35. The cost breakdown is as follows:

Special Assessments			
Construction Cost			\$1,068,258.35
Fees			
Admin	4%		\$42,730.33
Contingency	5%		\$53,412.92
Engineering	10%		\$106,825.84
Interest	4%		\$42,730.33
Legal	3%		\$32,047.75
Total Estimated Cost			\$1,346,005.52
Funding			
Special Assessments	100.00%		\$1,346,005.52

Cass Rural Water

Construction Cost			\$242,825.00
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Fees

Admin	4%	\$9,713.00
Contingency	5%	\$12,141.25
Engineering	10%	\$24,282.50
Interest	4%	\$9,713.00
Legal	3%	\$7,284.75

Total Estimated Cost			\$305,959.50
-----------------------------	--	--	---------------------

Funding

Cass Rural WUD Funds	100.00%	\$305,959.50
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Shared Use Path

Construction Cost			\$360,890.00
--------------------------	--	--	--------------

Fees

Admin	4%	\$14,435.60
Contingency	5%	\$18,044.50
Engineering	10%	\$36,089.00
Interest	4%	\$14,435.60
Legal	3%	\$10,826.70

Total Estimated Cost			\$454,721.40
-----------------------------	--	--	---------------------

Funding

Sales Tax Funds - Infrastructure - 420	100.00%	\$454,721.40
--	---------	--------------

Project Funding Summary

Special Assessments	63.89%	\$1,346,005.52
Cass Rural WUD Funds	14.52%	\$305,959.50
Sales Tax Funds - Infrastructure - 420	21.58%	\$454,721.40

Total Estimated Project Cost		\$2,106,686.42
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.





Thomas Knakmuhs, PE
Assistant City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-C
ON 26TH ST S BETWEEN 67TH AVE S & 69TH AVE S &
FULTON LOOP S, WEST OF 25TH ST S ALONG 26TH ST S**

LOCATION:

On 26th Street South between 67th Avenue South & 69th Avenue South & Fulton loop South, west of 25th Street South along 26th Street South.

COMPRISING:

Lots 1 through 12, Inclusive, Block 1, platted as Golden Valley 7th Addition.

Lots 1 through 26, Inclusive, Block 2, platted as Golden Valley 7th Addition.

Lots 1 through 14, Inclusive, Block 3, platted as Golden Valley 7th Addition.

All the foregoing is located in the City of Fargo, Cass County, North Dakota.

IMPROVEMENT DISTRICT NO. BN-23-C

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Project No. PR-23-F1 Type: Interim 1 Time Extension (Change Order #1)

Location: 19th Ave N b/w 18th St & Dakota Dr N Date of Hearing: 6/5/2023

<u>Routing</u>	<u>Date</u>
City Commission	6/12/2023
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding a 7-day time extension (Change Order #1) to the Interim Completion Date to do a full closure, which would accelerate the construction and provide a safer work zone.

Staff is recommending approval of the time extension (Change Order #1) to the Interim Completion Date as described above.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the time extension (Change Order #1) to the Interim Completion Date to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the 7-day time extension (Change Order #1) to the Interim Completion Date to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

B. E. D.
 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Project Manager
Date: May 30, 2023
Re: Project No. PR-23-F1 – Interim Time Extension (Change Order #1)

Background:

Project No. PR-23-F1 will remove and replace some of the existing patches and place an overlay on 19th Avenue North between 18th Street and Dakota Drive. Border States is the Prime Contractor and they requested a full closure to complete this work. A full closure would accelerate the construction and provide a safer work zone for the workers and the traveling public.

Change Order #1 would modify the Interim Completion Date and allow a full closure for no more than 7-calendar days. If work is not completed in this time they will incur a \$2000.00 per day liquidated damages.

This project is 100% funded through Prairie Dog Funds.

Recommended Motion:

Staff recommends approval of Change Order #1 for the interim completion date as requested by Border States.

JMH/klb
Attachment



CHANGE ORDER REPORT
ASPHALT MILL & OVERLAY
PROJECT NO. PR-23-F1

19TH AVE N BETWEEN 18TH ST. N TO DAKOTA DR. N.

Change Order No 1 **Change Order Date** 5/16/2023
Contractor Border States Paving Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 1

City of Fargo has agreed to a full closure of 19th Ave N for a duration of 7 days. Contractor will incur \$2000.00 per day of liquidated damages if they exceed the 7 days. Engineering believes this will give us a better product and less impactful to the public.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
									Sub Total	\$0.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Prairie Dog Funds
\$0.00
\$0.00
\$464,518.05
\$464,518.05

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT DATES

Current Substantial Completion Date
8/11/2023
Additional Days Substantial Completion
0
New Substantial Completion Date
8/11/2023
Interim Duration #1

Current Final Completion Date
9/11/2023
Additional Days Final Completion
0
New Final Completion Date
9/11/2023
Interim Completion Dates
7 Day Duration

APPROVED
For Contractor
Title

Joel Paur
Border States Paving Inc
Area Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Lee

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Project No. MP-20-A2

Type: Time Extension (CO #4)

Location: Roberts Alley Power

Date of Hearing: 6/5/2023

Routing

Date

City Commission

6/12/2023

PWPEC File

X

Project File

Kristy Schmidt

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, regarding a time extension (CO #4), which is needed for supply issues of electrical materials and work associated with converting overhead to underground and is described below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – June 14, 2022 Final – June 28, 2022	Substantial – May 18, 2023 Final – June 1, 2023	Substantial – June 16, 2023 Final – July 1, 2023

Staff is recommending approval of the time extension (CO #4).

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the time extension (CO #4) as described above to Magnum Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #4) to the Substantial and Final Completion Dates bringing them to June 16 and July 1, 2023 to Magnum Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Vacant, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Project Engineer
Date: June 1, 2023
Re: Project No. MP-20-A2 –Time Extension (CO #4)
Roberts Alley between 2nd and 4th Avenue North

Background:

Project No. MP-20-A2 is for the burying of the overhead lines in Roberts Alley between 2nd and 4th Avenue North.

The General Contractor, Magnum Electric, has been delayed on this project due to Xcel Energy supply issues of electrical materials and work associated with converting overhead to underground, which is required for Magnum to complete their work.

Recommended Motion:

Approve the time extension (CO #4) to the Substantial and Final Completion Dates as described below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – June 14, 2022 Final – June 28, 2022	Substantial – May 18, 2023 Final – June 1, 2023	Substantial – June 16, 2023 Final – July 1, 2023

KLS/klb
Attachments

C: Dustin Hoffner, MBN



CHANGE ORDER REPORT
 ROBERTS ALLEY POWER
 PROJECT NO. MP-20-A2
 ROBERTS ALLEY FROM 2ND TO 4TH AVE

Change Order No 4 Change Order Date 5/31/2023
 Contractor Magnum Electric, Inc.

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 4

The General Contractor, Magnum Electric, has been delayed on this project due to Xcel Energy supply issues of electrical materials and work associated with converting overhead to underground, which is required for Magnum to complete their work.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
									Sub Total	\$0.00

Summary.


Source Of Funding	
Net Amount Change Order # 4 (\$)	
Previous Change Orders (\$)	
Original Contract Amount (\$)	
Total Contract Amount (\$)	
Street Sales Tax	
	\$0.00
	\$16,739.00
	\$498,660.00
	\$515,399.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT DATES

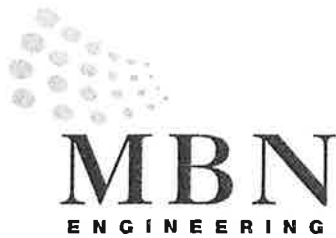
Current Substantial Completion Date	Current Final Completion Date
5/18/2023	6/1/2023
Additional Days Substantial Completion	Additional Days Final Completion
29	30
New Substantial Completion Date	New Final Completion Date
6/16/2023	7/1/2023
Interim Completion Dates	

APPROVED
For Contractor
Title


Magnum Electric, Inc.
V.P. of Business Development

APPROVED DATE
Department Head
Mayor
Attest





To: Kristy Schmidt City of Fargo
From: Duston Hoffner
Date: 5/30/2023
Subject: Roberts Alley Power – City of Fargo Project #MP-20-A2 – Change In Contract Time

Kristy,

Magnum Electric has requested to Change the Contract Time (per Article 11.05) from current substantial completion date of May 18th of 2023 and final completion date of June 1st of 2023, to new substantial completion date of June 16th of 2023 and new final completion date of July 1st of 2023. After reviewing the most current attached information from Magnum and with Xcel Energy I feel the extension is required and acceptable. Xcel is still waiting on material before we can finish the outages. With that being said, and the attached information from Magnum Electric, I support this extension to the project. If you have any further questions please don't hesitate to ask.

Sincerely,

A handwritten signature in black ink that reads "Duston Hoffner".

Duston Hoffner
Electrical Designer
MBN Engineering

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

May 25, 2023

City of Fargo
Attn: Kristy Schmidt
225 4th St N
Fargo, ND 58102

RE: Roberts Alley Power-City of Fargo Project Number MP-20-A2

Kristy -

Magnum Electric, Inc is requesting a ***Change in Contract Time per Article 11.05*** to complete the project due to Xcel Energy Utility Supply Chain delivery issues we are experiencing on the Roberts Alley Power project (City of Fargo Project Number MP-20-A2). The original final completion date of the project was June 28th of 2022 and an extension as granted until 11/30/2022. We received an additional extension to June 1st, 2023. Currently we have received and installed all our equipment. Unfortunately, Xcel Energy is missing components that will not allow us to switch the power over until all components are installed. We had 2 overnight shutdowns this week and have a large shutdown for Xcel to install their main connection cabinet on June 7th. Once installed we have (4) buildings left to transfer and we will schedule those immediately. Magnum Electric, Inc is committed to completing this project as soon as possible and we will ensure we do our due diligence to inform everyone involved of any future timeline changes.

Project Timeline:

- Bid Date 10/27/2021
- Contract Date 11/15/2021
- Approved by Commissioners 11/29/2021
- Supply Manufacture Pricing Evaluation 12/6/2021-12/28/2021
- PO issued to Supplier 12/29/2021
- Drawings back with clarifications 1/27/2022
- Additional Clarifications on JLG site 2/8/2022
- Additional site clarifications made 3/2/2022
- Release sent to Supplier (CED) 3/7/2022
- PR-1 Change Revisions 3/16/2022
- Approved changes made for PR-1 3/21/2022
- PR-2 Change Revision 4/6/2022
- Approved changes made for PR-2 4/8/2022
- CT Cabinets Shipped 5/4/2022
- SEMS's and MCT's Shipping 6/30/2022
- Additional Time Extension Approved 6/6/2022
- FMRU rated Equipment Shipping 10/7/2022 (Now moved to Spring of 2023) Installed
- Xcel Energy Waiting on Material 6/7/2023

Corporate Office - Fargo
471 Christianson Drive W
West Fargo, ND 58078

Jamestown
318 Business Loop W
Jamestown, ND 58401

Grand Forks
2822 Heartland Bus. Loop
Grand Forks, ND 58201

Bismarck
820 South 18th Street
Bismarck, ND 58504

Dickinson
124 48th Avenue SW
Dickinson, ND 58601

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

We are requesting an additional contract time change to 7/1/2023 to allow for the additional shutdown/switchovers after Xcel Energy has installed their equipment. We will continue to update the City and MBN on shutdown dates after the June 7th Xcel Energy equipment install.

Thank you for your consideration of the time extension and understanding of the current Utility Supply Chain issues we are experiencing. Please call or e-mail me at pat@magnumelectric.net if you have any questions.

Sincerely,

Patrick Johnson

Patrick Johnson
VP Director of Business Development
Magnum Electric, Inc.

Corporate Office - Fargo
471 Christianson Drive W
West Fargo, ND 58078

Jamestown
318 Business Loop W
Jamestown, ND 58401

Grand Forks
2822 Heartland Bus. Loop
Grand Forks, ND 58201

Bismarck
820 South 18th Street
Bismarck, ND 58504

Dickinson
124 48th Avenue SW
Dickinson, ND 58601

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

21

Requesting: Consulting Engineering Services

Project #: NR-24-B0

Location: 103 & 113 36 Avenue North

Date of Hearing: 6/7/2023

Requested Services: Engineering Services for Storm Sewer Lift Stations #11 & #57 Reconstruction

Routing

City Commission

Consultant File

Project File

Petitioners

Selection Committee

Date

6/12/2023

X

Proposals were received from the following Consultants for this project:

Apex Engineering Group

Houston Engineering

KLJ

Moore Engineering

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Understanding of Project Objectives	10
Past Performance on Other Local Projects	25
Expertise with Similar Projects	25
Expertise of the Technical and Professional Staff assigned to the Project	30
Cost Proposal	10
	100

RECOMMENDED MOTION

Concur with Consultant Selection and recommend contract award for consulting services to Houston Engineering, with project costs to be reimbursed by the Metro Flood Diversion Authority.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Houston Engineering as the preferred consultant for the project, with the contract in the amount of \$485,200.

COMMITTEE

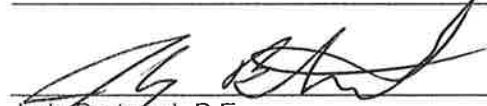
Tom Knakmuhs, Assistant City Engineer

Nathan Boerboom, Division Engineer

Jody Bertrand, Division Engineer

Rob Hasey, Storm Sewer Utility Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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 Jody Bertrand, P.E.
 Division Engineer

Attachment

C: Kristi Olson


COST PROPOSAL FORM

Project: NR-24-B0
 Type: Storm Sewer Lift Station Reconstruction
 Location: Storm Sewer Lift Stations #11 & #57

Cost Proposals shall be based on fixed fee lump sum and payment will be based on actual hourly rates. Attach basic fee structure.

Project Administration	\$16,400
Preliminary Survey	\$14,400
Preliminary Engineering	\$72,100
Geotechnical Investigation	\$14,300
Property Owner & Business Owner Meetings	\$4,500
Design and Plan Preparation	\$57,600
Project Development Total Not to Exceed Proposal	\$179,300
 Construction Administration, Inspection & Survey (assume 40 weeks & inspection average 40 hrs/week)	 \$282,900
Quality Control Testing Estimate	\$23,000
Construction Administration, Inspection & Survey	
Total Not to Exceed Proposal	\$305,900

Firm: Houston Engineering, Inc.

Approved: 

Jerry Bents, PE

Vice President,
Senior Project
Manager

Title

6/1/2023

Date

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this ____ day of _____, 2023 between the CITY OF FARGO, North Dakota, ("City") and Houston Engineering ("Consultant") for services to be provided to City in furtherance of its development of Project #NR-24-B0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project #NR-24-B0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties, the payment made to the Consultant shall not exceed \$485,200.00. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.
11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate

14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------

15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Auditor
City of Fargo
225 4th Street North
Fargo, North Dakota 58102

Consultant:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: _____

Date: _____

Consultant:

WITNESSED BY:

Houston Engineering Inc

Gabe Bladon

By: Jerry Bents Jerry Bents

Title: Vice President

Date: 6/8/2023



22

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: TANNER SMEDSHAMMER, PURCHASING MANAGER

RE: CONTRACT FOR NOISE AND VIBRATION STUDY

DATE: JUNE 12, 2023

The attached contract with Veneklasen Associates, Inc is for the Noise and Vibration Study within the City of Fargo. This project was approved on the May 30, 2023, Regular agenda item 49. This project will commence in the summer of 2023.

Suggested Motion:

Move to approve the contract for Veneklasen Associates.


Veneklasen Associates
Consultants in Acoustics | AV | IT | Security | Environmental Noise | Underwater Acoustics | Modeling FEA SEA BEM

April 24, 2023

ORIGINAL

City of Fargo
 City of Fargo Auditors Office, 1st Floor
 225 4th Street North
 Fargo, North Dakota 58102

Attention: Chris Helmick | Project Representative

 Subject: Request for Proposals RFP23066 for Noise and Vibration Study; Fargo, North Dakota
 Schedule of Fees

A. 2023 STAFF AND EQUIPMENT RATES

Staff Category	Hourly Billing Rate
Associate I	\$260
Associate II	\$215
Associate III	\$195
Associate IV	\$165
Associate V	\$145
Associate VI	\$125

Equipment	Monthly Rate
Weekly Rate	\$375
Monthly Rate	\$1,750

B. LEVEL OF EFFORT / BREAKDOWN BY TASK

Please find below breakdown by task and manhours for the staff designated for sound monitoring and data analysis for Phase 1 and Phase 2 of the project

Phase 1	Tasks/Level	Stephen Martin	Elias Montoya	Sanath Hapuarachchi	Total Hours
		Associate II	Associate IV	Associate VI	
1.a	Kickoff Meeting and Project site visit	4	4	8	16
1.b	Selection of measurement dates and locations	4	6	0	10
1.c	Mobilization and Deployment	2	10	10	22
1.d	Data Collection and Monitoring	3	15	30	48
1.e	Preliminary Report	8	8	0	16
	Phase 1 Hours				112



Phase 2	Tasks/Level	Stephen Martin	Elias Montoya	Sanath Hapuarachchi	Total Hours
		Associate II	Associate IV	Associate VI	
2.a	Data Measurements and Analysis	4	4	24	32
2.b	Draft Report	8	8	0	16
2.c	Final Report	12	4	0	16
	Phase 2 Hours				64

C. COST-SAVING METHODS

Veneklasen has available 35 sound level meters which can be available, and 7 to 10 of these meters can be set up simultaneously to reduce the costs and reduce the measurement timeframe. These meters will be placed at secure locations over the 10-day measurement period to reduce staff's set-up and tear-down costs. Veneklasen can simultaneously measure up to ten (10) secure locations during ten (10) consecutive days while one staff monitors activity of street performances and vendors and during the 10 pm time period for three (3) nights Fri - Sun to list any special observations or circumstances that may affect the data and to note if amplified sound is in use when prohibited. Utilizing long-term A/C or battery power, the equipment can remain set in place for the 10-day measurement period, reducing set up time and costs.

Veneklasen has reduced estimated costs by eliminating staff present near each monitoring location during the 10-day measurement period. The equipment will record the audio during each night of measurements should further analysis be warranted after reviewing the measured data, and this will allow identification of noise data anomalies by listening to the audio. This eliminates the possibility that measurements might need to be repeated due to some unforeseen condition.

Veneklasen has developed spreadsheet analysis tools which allow a quick analysis of the measured digital data to reduce data analysis costs and reduce the analysis time period.

D. COST ESTIMATE

Veneklasen Associates' cost estimate for the scope of work described in the Request for Proposals is indicated in the table below. Upon selection by the City, the scope of work and resulting costs will be discussed to determine whether the scope requires expansion or contraction.

1. Our Scope of Work and proposed Fees are based on information provided at the time this submittal was prepared.
2. The breakdown by phase is for the convenience of the City; we reserve the right to distribute the total fees as required.
3. Our Fees include all costs, direct and indirect, administrative costs, and all things necessary for Noise and Vibration Study at the City of Fargo. Veneklasen shall work assist the client to determine the areas of the scope that should be pursued.

Veneklasen proposes to provide these services for a **Total Cost of \$37,260**. The estimate includes labor, mobilization, deployment and calibration of seven (7) monitoring stations, and travel expenses.

The proposal is a firm offer and remains valid for at least ninety (90) business days after the Proposal due date.



Phase 1	Tasks/Level	Labor Hours	Labor Cost	Travel & Equipment	Total Cost
1.a	Kickoff Meeting and Project site visit	16	\$2,520	\$600	\$3,120
1.b	Selection of measurement dates and locations for City approval	10	\$1,850		\$1,850
1.c	Mobilization and Deployment Includes seven (7) Stations ¹ for a period of ten (10) days	22	\$3,330	\$6,450	\$9,780
1.d	Data Collection and Monitoring	48	\$6,870		\$6,870
1.e	Preliminary Report	16	\$3,040		\$3,040
	Phase 1 Sub-Total	112	\$17,610	\$7,050	\$24,660
Phase 2					
2.a	Data Measurements and Analysis	32	\$4,520	\$1,200	\$5,720
2.b	Draft Report	16	\$3,040		\$3,040
2.c	Final Report	16	\$3,240	\$600	\$3,840
	Phase 2 Sub-Total	64	\$10,800	\$1,800	\$12,600
	Phase 1 & Phase 2 Total	176	\$28,410	\$8,850	\$37,260

Notes: ¹ cost for additional station is \$750/unit for a period of measurements.

The project will be managed from our headquarters office located at 1711 16th Street, Santa Monica, CA 90404. All noise monitoring services will be provided by our staff only. The branch office nearest to Fargo, ND is located in Calgary, AB and we frequently have staff in Minneapolis, MN.

We acknowledge that this proposal and any contract awarded pursuant to it is signed by the person with authority.

Thank you for your consideration of this response.

Respectfully submitted,
Veneklasen Associates, Inc.

Stephen A. Martin, PhD., PE
Director of Environmental Noise & Vibration

Veneklasen Associates, Inc.

Anika Atwal
President

**E. AUTHORIZATION TO PROCEED AND BILLING INFORMATION AND INSTRUCTIONS:**

Name of Authorization to Proceed By	
Authorization Signature (or Re-Enter Name as Signature)	
Date of Authorization	
Basic Scope Authorized	As outlined in this proposal.
Basic Fee Authorized	As outlined in this proposal.
Additional Scope Authorized	
Additional Scope Fee Authorized	
Billing Person Email	
Billing Person Telephone	
Billing Person Address	
Any Special Instructions for billing.	
Applicable Terms and Conditions	See Exhibit 1 for Veneklasen Associates, Inc. General Terms and Conditions

**EXHIBIT 1: VENEKLASEN ASSOCIATES, INC. GENERAL TERMS AND CONDITIONS**

Veneklasen Associates Inc. (Veneklasen) will perform the services specified in the Scope of Work contained in the accompanying proposal in accordance with the following Terms and Conditions. Where an Authorization to Proceed is generated for a project, Veneklasen's General Terms and Conditions shall be utilized as the basis for the agreement until the executed contract is received.

A. COMPENSATION**1. Basic Services**

Client will compensate Veneklasen for professional services on a *Fixed Fee* or *Time-and-Materials* basis, as specified in the proposal.

Time-and-Materials: If Veneklasen's proposal indicates that work will be performed on an hourly basis, the following compensation rates will apply: Principal (Associate I), \$260/hour; Associate Principal (Associate II), \$215/hour; Senior Associate (Associate III), \$195/hour; Associate IV, \$165/hour; Associate V, \$145/hour; Associate VI, \$125/hour. Hours in excess of an eight-hour day will be charged at the standard hourly rates without premium. Hours spent as an expert witness for the Client, in a deposition or as a witness in court shall be charged at twice the prevailing hourly rates.

2. Additional Services

Additional Services will be performed on an hourly, *Time-and-Materials* basis at the compensation rates listed in paragraph A.1.

3. Reimbursable Expenses

The following services and costs are considered reimbursable and are not included in the estimated fee unless specifically noted in the accompanying proposal: automobile mileage will be billed at a rate equal to the IRS allowance/mile; parking fees; airfare (business class); ground transportation, lodging and meals for projects away from the Los Angeles area; long distance telephone charges, special mailing or messenger services; the reproduction of drawings and photo reproduction, rental equipment, security services for personnel and equipment, services of outside consultants, etc. These services and costs will be billed at Veneklasen's cost.

4. Billing and Payment

The Client recognizes that prompt payment for Veneklasen's services is a material part of the consideration of this agreement. Invoices will be submitted monthly by Veneklasen and will include a daily record of time for each category of Associate. Invoices shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of the invoice, the Client shall so notify Veneklasen in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The Client shall pay Veneklasen for services performed in United States Funds drawn upon United States Banks.

5. Changed Conditions

The Client has relied on Veneklasen's judgment in establishing the Scope of Work and Estimated or Fixed Fee for the project and Veneklasen will use its best efforts to complete the work within those stipulated fees. The Client recognizes that there are justifiable reasons for an increased cost for the work including but not limited to the following: (a) occurrences or discoveries that were not originally contemplated or known by Veneklasen; (b) changes in the project scope or requirements in general, which on design projects may require changes in plans and specifications; (c) unusual or unexpected delays or interruption of the work; (d) additional work required by Veneklasen resulting from decisions by the Client or others to disregard Veneklasen's recommendations; (e) on design projects, deviations during construction from approved drawings and specifications which result in the requirements for additional work by Veneklasen.

B. COORDINATION WITH OTHERS

It is understood that our work will be coordinated by the Client's Project Director with consultation by the Client and his representatives as required. All information furnished by us will be directed to the Client's Project Director.

C. RESPONSIBILITIES OF THE CLIENT

It is understood that the Client has certain responsibilities to Veneklasen including but not limited to informing Veneklasen on the initial project requirements, conditions, constraints, schedule and budgets, informing Veneklasen on changes in requirements or schedule during the course of the work. In addition, the Client recognizes that Veneklasen cannot accept a partial assignment on a project and on construction projects, Veneklasen must be engaged through the completion of construction, and where appropriate, early use.

D. CONSTRUCTION OBSERVATION

Veneklasen shall visit the project during construction in accordance with the proposal to determine that the work is proceeding in general accordance with its recommendations contained in the contract documents. Since Veneklasen has not been retained to make detailed inspections or to provide exhaustive or continuous project review and observation services, Veneklasen does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

E. JOBSITE SAFETY

The Client agrees that the General Contractor is solely responsible for jobsite safety and agrees that Veneklasen shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

F. STANDARD OF CARE

Services performed by Veneklasen under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

G. LIMITATION OF LIABILITY

Parties agree to the amount of insurance, as presented.

H. INDEMNIFICATION

To the fullest extent permitted by law, Client hereby agrees to defend, indemnify, and hold harmless Veneklasen and its Clients, employees, and agents (hereinafter "Veneklasen Parties") from and against any and all claims arising out or caused by the negligence or intentional acts of



Client, General Contractors, Sub-Contractors, Material Suppliers or any third party. However, Client has no obligation to defend, indemnify, or hold harmless Veneklasen Parties in the event that the claim was caused by the sole negligence or intentional acts of Veneklasen.

I. CERTIFICATE OF MERIT

The Client shall make no claim for professional negligence either directly or in a third-party claim, against Veneklasen unless the Client has first provided Veneklasen with a written certification executed by an independent professional currently practicing in the same discipline and in the same geographic region as Veneklasen. This certification shall a) contain the name of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an acoustician performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation and how it caused damage to the Client. This certificate shall be provided to Veneklasen not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

J. MEDIATION

All claims, disputes, and other matters in question between the parties to this agreement, arising out of services provided under this agreement may be mediated between the parties prior to formal litigation, if appropriate.

K. SUSPENSION

Upon written notice to Veneklasen, the Client may suspend Veneklasen's work. The Client shall compensate Veneklasen for all services including reimbursable expenses performed prior to the receipt of the written notice. Should the work be resumed more than six months from the date of suspension, the Estimated Cost of the work shall be re-negotiated. Veneklasen reserves the right to suspend services immediately in the event any fees remain unpaid beyond thirty (30) days after the presentation of Veneklasen's invoice. Veneklasen will not be responsible for any damages claimed by Client or Owner including delay or any other consequential damages arising out of Veneklasen's invoking suspension of its services due to said lack of payment.

L. TERMINATION

Either Client or Veneklasen can terminate this Agreement, without cause, upon ten (10) days written notice to the other party. The Client shall compensate Veneklasen for all services including reimbursable expenses performed prior to the receipt of the written notice.

M. ATTORNEYS FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the Client is willing to engage in litigation, with each party responsible for their own attorney fees.

N. GENERAL

1. Ownership of Instruments of Service

All reports, sketches, plans, specifications, field data and notes and other documents, including all documents of electronic media, prepared by Veneklasen as instruments of service shall remain the property of Veneklasen.

2. Opinions of Probable Cost

In providing opinions of probable construction cost, the Client understands that Veneklasen has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Veneklasen makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Extent of Agreement

The Agreement which consists of the Proposal and General Terms and Conditions, comprises a final and complete repository of understandings between the Client and Veneklasen. The Client and Veneklasen agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

4. Governing Law

The laws of the State of North Dakota will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

5. Unforeseen Circumstances

Veneklasen shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control.

6. Proposal Duration

This proposal is valid for ninety (90) days. Beyond that date, Veneklasen reserves the right to adjust the quoted Fees and/or Scope of Work as applicable.

7. Distribution of Fees

The breakdown by phase is for the convenience of the Client and Owner; Veneklasen reserves the right to distribute the total fees as required to meet its requirements.

Standard Rates

*** END ***


January 2, 2023



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 7, 2023

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR PHEP – ALL
HAZARDS ALLOCATION
GRANT NUMBER: G23.015
CFDA: 93.069
ADDITIONAL FUNDS: \$17,232
EXPIRES: 06/30/2024**

The attached notice of grant award for \$17,232 is for Public Health Emergency Preparedness- All Hazards Allocation. Drills and exercises will be performed according to the specifications in Attachment A FY2023-2024 BP5.

NO BUDGET ADJUSTMENTS

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the notice of grant award with North Dakota Department of Health and Human Services for PHEP – All Hazards.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.015	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023	Grant End Date 6/30/2024
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR All Hazards Allocation		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5274-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address dfleming@farqond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$17,232	\$0	\$17,232
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$17,232	\$0	\$17,232
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2024, must be received by July 15, 2024. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2024, for the period of July 1, 2023, through December 31, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2024, for the period of January 1, 2024, through June 30, 2024. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023, to June 30, 2025 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/07/2026	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure Section	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			




**Fargo Cass
Public Health**
Prevent. Promote. Protect.

24

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 7, 2023

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR PHEP – CITY
READINESS INITIATIVE (CRI).
GRANT NUMBER: G23.056
CFDA: 93.069
ADDITIONAL FUNDS: \$204,000
EXPIRES: 06/30/2024**

The attached notice of grant award for \$204,000 is for Public Health Emergency Preparedness- City Readiness Initiative. Drills and exercises will be performed to ensure city readiness in event of a public health emergency.

BUDGET ADJUSTMENTS

REVENUE		
Emergency Preparedness	101-0000-331-12-33	\$ 5,000
EXPENSE		
General Supplies	101-6055-451-61-40	\$ 5,000

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the notice of grant award with North Dakota Department of Health and Human Services for PHEP – CRI.

DF/lis
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G23.056	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023	Grant End Date 6/30/2024
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5274-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler	
Telephone Number 701-241-1380		Telephone Number 701-328-2293	
Email Address dfleming@fargond.com		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$204,000	\$0	\$204,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$204,000	\$0	\$204,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2024, must be received by July 15, 2024. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2024, for the period of July 1, 2023, through December 31, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2024, for the period of January 1, 2024, through June 30, 2024. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement. Expenses incurred related to the scope of service of this agreement will be covered as early as 7/1/2023.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023, to June 30, 2025 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/07/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones Executive Director	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

Contract: G23.056
Fargo/Cass Public Health CRI
Attachment A

Required Activities:

1. Conduct three drills as required by Division of Strategic National Stockpile (DSNS) (facility setup, staff notification and assembly, and site activation) and submit the dates of the drills scheduled to the North Dakota Department of Health and Human Services (NDDHHS) no later than September 29, 2023. Results of all scheduled drills will be forwarded to the NDDHHS no later than June 1, 2024, prior to submission by the appropriate method per the Centers for Disease Control and Prevention's requirement. After approval has been obtained by NDDHHS, submit the appropriate documentation regarding the plans for drills and any other required reports by the appropriate method approved by the Centers for Disease Control and Prevention (CDC) no later than June 30, 2024.
2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDHHS that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDHHS for approval. After approval by NDDHHS, submit documents by the appropriate method approved by the CDC. The Functional/Full Scale exercise (FE/FSE) needs to be conducted once over a 5-year period, currently 2019 – 2024.
3. Functional/full scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
4. Conduct one annual PHEP exercise incorporating access and functional needs (AFN) partners. The exercise requirement may be met by incorporating at least one AFN partner in a drill, a tabletop, a functional exercise, a full-scale exercise, or during an incident or public health event in which the AFN partner participates. CRI jurisdictions must provide evidence that demonstrates involvement of AFN partners during an exercise, incident, or public health event.
5. Complete a full-scale exercise once every five years, focusing on vaccination of at least one critical workforce group, to demonstrate readiness for a pandemic influenza scenario.
6. Complete two tabletop exercises every five years, one to demonstrate readiness for an anthrax scenario and one for a pandemic influenza scenario.
7. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
8. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with state plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical countermeasures during an event.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDHHS Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.

- Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with state plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on PODs. Examples include Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.
 - Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
9. All plans must be available in the NDDHHS HAN Document Library. CRI plans must be reviewed and updated annually.

Other activities must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit Director.




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FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 5, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES WOMEN'S
WAY PROGRAM
GRANT NUMBER: G21.860A
CFDA: 93.898 FOR \$116,275, 93.391 FOR \$27,750, AND NA
FOR \$20,760
ADDITIONAL FUNDS: \$39,935
EXPIRES: 06/29/2023**

The attached notice of grant award amendment provides additional funds of \$39,935 for the support of technology supplies, expenses associated with attending the in-person local coordinating unit training, PEAC (Public Education Awareness Communications) and to address barriers to care related to transportation.

REVENUE

Women's Way	101-0000-331-12-02	\$ 39,935
--------------------	---------------------------	------------------

EXPENSES

Contract Services	101-6040-451-38-11	\$ 36,000
Computer Equipment	101-6040-451-74-11	\$ 1,100
In State Travel	101-6040-451-56-60	\$ 335
General Supplies	101-6040-451-61-40	\$ 2,500

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the notice of grant award amendment with ND Department of Health and Human Services.

DF/ls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.860A	CFDA Name WW Fed and WW Fed CO: Cancer Prevention and Control for States, Territorial and Tribal Organizations. WW Special: Not applicable. COVID: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities.		CFDA Number WW Fed and WW Fed CO: 93.898 for \$116,275 WW Special: Not applicable for \$20,760 COVID: 93.391 for \$27,750
FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable COVID: NH75OT000095 WW Fed CO: NU58DP007108	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 6/30/2022	Grant End Date 6/29/2023
Federal Award Date WW Fed: 5/26/2022 WW Special: Not applicable COVID: 5/28/2021 WW Fed CO: 11/28/2022	Federal Awarding Agency WW Fed, WW Fed CO and COVID: Department of Health and Human Services WW Special: Not applicable		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program <i>Women's Way</i>	North Dakota Department of Health and Human Services (NDDHHS) Project Code: WW Fed: 4521 HLH 5213 01; \$76,340. WW Special: 4521 HLH 5213 02; \$20,670 COVID: 4541 HLH 4903 01; \$27,750 WW Fed CO: 4521 HLH 5214 01; \$39,935
Grantee Name Fargo Cass Public Health	Project Director Susan Mormann
Address: 1240 25th Street South	Address: 600 East Boulevard Avenue, Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Caitlin Nitz	Contact Name: Susan Mormann
Telephone Number: 701-298-6918	Telephone Number: 701-328-2472
Email Address: Caitlin.Nitz@FargoND.gov	Email Address: smormann@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$ 39,935	\$0	\$ 39,935
Previous Funds Awarded	\$124,760	\$0	\$124,760
Total Funds Awarded	\$164,695	\$0	\$164,695
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of ____ %

Scope of Service

This amendment provides additional funds of \$39,935 for the support of technology supplies, expenses associated with attending the in-person local coordinating unit trainings, PEAC (Public Education Awareness Communications) and to address barriers to care related to transportation. All other scope of service requirements of the original agreement remain the same.

Reporting Requirements

All reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Finance Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/02/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			




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FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 7, 2023

**RE: PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON PUBLIC SCHOOL.
FUNDS: \$6,968.26
EXPIRES: 06/30/2024**

The attached purchase of service agreement with Mapleton Public School for \$6,968.26 for nursing services for the 2023-2024 school year.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the purchase of service agreement with Mapleton Public School.

DF/lls
Attachment



**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 · Page 1 of 8

Whereas the Mapleton Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A);

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2023-2024, beginning on July 1, 2023, and ending on June 30, 2024. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Mapleton Public School District will have 6 hours of nursing services per week and agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 6 hours per week, including any overtime accrued. The school nurse hourly rate for those hours over the originally contracted amount of 6 hours per week with salary and benefits will be billed at \$45.41.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 2 of 8

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper, and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 3 of 8

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 4 of 8

include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 5 of 8

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

MAPLETON PUBLIC SCHOOL DISTRICT

Timothy J. Mahoney, Mayor, City of Fargo




Jenna Farkas

Date

06/07/2023

Date



Desi Fleming, Director of Public Health

04/17/2023

Date

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 6 of 8

**ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
MAPLETON SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Mapleton School District health program: education, environment, and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home, and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 7 of 8

ATTACHMENT B

**2023-2024
SCHOOL HEALTH SERVICES BUDGET**

MAPLETON SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
6 RN HOURS/WEEK X 35 WEEKS AT \$47.32/HOUR	\$9,937.20
12 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$47.32/HR	\$567.84
4 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$53.84/HOUR	\$215.36
TOTAL	\$ 10,720.40
GRAND TOTAL	<u>\$ 10,720.40</u>
DISTRICT PORTION AT 65 % OF \$10,720.40	\$6,968.26
PROVIDER PORTION AT 35% OF \$10,720.40	\$3,752.14
TOTAL FOR DISTRICT OF AMOUNT AT 65%	\$6,968.26

**PURCHASE OF SERVICE AGREEMENT WITH
MAPLETON SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 8 of 8

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.










Mapleton Service Agreement 6.30.24

Final Audit Report

2023-06-07

Created:	2023-04-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtUNjIIXQHx7vCcRUF-98J5e3H781986B

"Mapleton Service Agreement 6.30.24" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2023-04-17 - 9:50:25 PM GMT
-  Document emailed to Jenna Farkas (jenna.farkas@k12.nd.us) for signature
2023-04-17 - 9:50:44 PM GMT
-  Email viewed by Jenna Farkas (jenna.farkas@k12.nd.us)
2023-04-18 - 3:40:53 PM GMT
-  New document URL requested by Jenna Farkas (jenna.farkas@k12.nd.us)
2023-05-08 - 11:02:37 PM GMT
-  Email viewed by Jenna Farkas (jenna.farkas@k12.nd.us)
2023-05-08 - 11:02:50 PM GMT
-  New document URL requested by Jenna Farkas (jenna.farkas@k12.nd.us)
2023-06-07 - 5:18:16 PM GMT
-  Email viewed by Jenna Farkas (jenna.farkas@k12.nd.us)
2023-06-07 - 5:18:28 PM GMT
-  Document e-signed by Jenna Farkas (jenna.farkas@k12.nd.us)
Signature Date: 2023-06-07 - 5:18:44 PM GMT - Time Source: server
-  Agreement completed.
2023-06-07 - 5:18:44 PM GMT





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Memorandum

DATE: June 12, 2023
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Notice and Order – 421 15 Ave N Fargo, ND 58102

The property owner of 421 15 Ave N Fargo, ND has failed to comply with the order to either repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, June 26, 2023 at 5:15PM as the date and time for the hearing regarding the dangerous building order for the structure located at 421 15 Ave N Fargo, ND 58102.**

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR *TB*

DATE: JUNE 7, 2023

RE: APPROVE THE 2023 ACTION PLAN AND AMENDMENT TO THE 2021 ACTION PLAN, AND AUTHORIZE PLAN SUBMITTALS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Following the required 30-day public comment period and Public Hearing held during the May 30, 2023 City Commission meeting, staff is seeking approval of the proposed 2023 Action Plan for Community Development Block Grant (CDBG) and HOME programming and expenditures. In addition, staff is seeking approval of the proposed amendment to the 2021 Action Plan. The draft plans are available on the City website. No comments were received during the public comment period.

The proposed 2023 Action Plan and amendment to the 2021 Action Plan are in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in the May 10, 2023 Forum newspaper. Upon approval by the City Commission, the 2023 Action Plan and amendment to the 2021 Action Plan will be forwarded to HUD for review and final approval.

Recommended Action: Approve the 2023 Action Plan and amendment to the 2021 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming and authorize submittal to the U.S. Department of Housing and Urban Development.

City of Fargo
Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs

The City of Fargo is opening a 30-day public comment period on May 11, 2023, which also includes a public hearing on Tuesday, May 30, 2023 during the regular Fargo City Commission meeting. Multiple items under the City's HUD programs will be open for comment during this period. All items will be given final consideration at the June 12, 2023 City Commission meeting. Each item is summarized in this notice.

2023 HUD ACTION PLAN DRAFT

The City has prepared a draft version of the 2023 HUD Action Plan. The priorities established within the draft plan result from community meetings and citizen participation in the development of the 2020-2024 Consolidated Plan, and from a public input meeting held on March 10, 2023. The City's 5-Year priorities include affordable housing, ending and preventing homelessness, neighborhood improvements and initiatives, and assistance for vulnerable populations. Comments on this draft should be provided during the public comment period (May 11 – June 9).

ESTIMATED RESOURCES FOR 2023

Community Development Block Grant (CDBG):

• \$840,957	2023 Community Development Block Grant (CDBG) allocation from HUD
• \$80.38	Available for Reallocation at Prior Year-End (unused contingency dollars)
\$841,037.38	Total CDBG

HOME Investment Partnerships Program (HOME):

• \$549,768	2023 HOME PJ allocation from HUD
• \$59,664.50	2022 HOME PJ Program Income (actual)
• \$0	2021 HOME State Program Income (actual)
• \$105,447.89	Available for Reallocation at Prior Year-End
\$714,880.39	Total HOME

Total = \$1,555,917.77 CDBG & HOME

PROPOSED ACTIVITIES FOR 2023

Planning, Administration & Fair Housing

1. **CDBG Planning and Administration** - \$155,000 in CDBG funds. Planning, implementation, reporting, and monitoring of CDBG resources. *National Objective: Not applicable for administration. Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206.*
2. **HOME Planning and Administration** - \$54,000 in HOME funds. Planning, implementation, reporting, and monitoring of HOME resources. *National Objective: Not applicable for administration.*
3. **High Plains Fair Housing Center** - \$5,000 in CDBG funds. Support comprehensive outreach and fair housing education as part of the requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c).*

Capital/Neighborhood Improvements

1. **Core Neighborhood Deteriorated Structure Removal** - \$255,000 in CDBG funds. Demolition to address and eliminate blighted conditions at approximately four properties located in the Jefferson/Carl Ben, Madison, and Washington core neighborhoods of Fargo. Activities will be

carried out by the Cass Clay Community Land Trust in support of affordable housing development. The locations of the four properties have been identified and are located at 1345 4 Avenue South; 1822 3 Street North; 317 19 Street North; and 1109 University Drive South. *National Objective, Eligibility, & Regulation Citation: Slum and Blight Spot (SBS) [24 CFR Part 570.208(b)(2)], 04 Clearance and Demolition, 24 CFR Part 570.201(d).*

Public Service

1. **Downtown Engagement Center Operations** - \$125,000 in CDBG funds. Provide operational support for homeless and housing-related services at the Downtown Engagement Center (DEC) located in downtown Fargo. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele (LMC) Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e).*

Affordable Housing

1. **Acquisition for Multi-Family Rental Housing Project** - \$150,000 in CDBG funds. Acquisition of land for new construction of an affordable multi-family rental housing complex in partnership with Beyond Shelter, Inc. The location of this project is not yet determined. A public comment period will occur at a later date when a project location is identified. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing Benefit (LMH) [24 CFR Part 570.208(a)(3)], 01 Acquisition of Real Property, 24 CFR Part 570.201(a).*
2. **Community Housing Development Organization (CHDO)** - \$100,000 in 'set-aside' HOME funds. The City will partner with a Community Housing Development Organization (CHDO) to create affordable housing with the HOME set-aside funds in Fargo. *HOME Eligible Activity under 92.205(a)(1).*
3. **Affordable Single-Family Housing for Ownership** - \$550,000 in HOME funds. Addition of three units of affordable single-family housing for ownership, to be occupied by low-to-moderate income households. Activities may include acquisition, demolition, rehabilitation (for properties built after 1978 only), and/or new construction. Activities will be carried out by Lake Agassiz Habitat for Humanity. The location of one housing unit has been identified and is located at 1714 5 Avenue South. Public comment will occur at a later date when additional project locations are identified. *HOME Eligible Activity under 92.205(a)(1).*
4. **Core Neighborhood Affordable Housing Development** – \$135,000 in CDBG funds. Additional funds are needed for this major development project (project approved in 2022 Action Plan). Funds will be used in part to secure a consultant to assist in the development of the project, neighborhood outreach, drafting and implementation of the developer bid packet, and developer review/selection. Funds may also be used to secure additional administrative and project management assistance on this project. The location of the project is at 3129 7 Avenue North and 802 32 Street North in Fargo, ND. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing Benefit (LMH) [24 CFR Part 570.208(a)(3)]. Associated CDBG Matrix Codes include: 01 Acquisition of Real Property - Eligibility 24 CFR Part 570.201(a) and 02 Disposition of Real Property – Eligibility 24 CFR Part 570.201(b).*

Contingency Funds

Funds held in contingency for issues that may arise during the program year – \$16,037.38 CDBG funds and \$10,880.39 HOME funds.

CONTINGENCY PROVISIONS/POTENTIAL ADJUSTMENTS TO 2023 ACTIVITIES & BUDGET

- Budget adjustments transferring amounts greater than 10% of the amount allocated to the City's entitlement grant programs for program year 2023 are considered substantial amendments and will be implemented in accordance with Fargo's Citizen Participation Plan (www.fargond.gov)

- Unanticipated program income may result in a substantial amendment to amend activities and budgets in accordance with Fargo's Citizen Participation Plan
- To match actual 2023 allocation amounts and any increase in program income, funding will be applied to affordable housing projects if needed or the contingency line item if less than \$5,000. Any unused funds will be reallocated in an amendment or the following year's action plan, either of which require a 30-day public comment period.
- All funding levels indicated above are estimated amounts

PROPOSED AMENDMENT TO 2021 HUD ACTION PLAN

Change of Use for the "After School Matters Youth Center" project - amend National Objective, Matrix Code, and Eligibility/Regulation Citation.

Background – This amendment will allow for a broader service area by opening up the After School Matters Center, located at 1321 19 Avenue North in Fargo, ND, to all ages (not just youth) that live in low-to-moderate income area neighborhoods. Based on existing services, adults and youth are benefiting from programming that occurs at the center (e.g., events, meals, performances, classes, etc.). The broader service areas for this neighborhood facility include Northport, Washington, Roosevelt/NDSU, Trollwood, Longfellow, Horace Mann, Madison/Unicorn Park, Downtown, (census tracts 1.00, 2.03 (formerly 2.01), 2.04 (formerly 2.02), 3.00, 4.00, 5.01, 5.02, 6.01 (formerly 6.00), 6.02 (formerly 6), 7/all block groups). The amendment changes the project's national objective, eligibility code, and regulatory citation (requirements for HUD reporting purposes). These items will change from:

1. *Low-Mod Clientele Benefit (LMC) [24 CFR Part 570.208(a)(2)]; 03D, Public Facilities & Improvements, Youth Center; 24 CFR Part 570.201(c)*
to
2. *Low-Mod Area Benefit (LMA) [24 CFR Part 570.208(a)(1)]; 03E, Neighborhood Facilities; 24 CFR Part 570.201(c).*

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD: May 11 through June 9, 2023

PUBLIC HEARING: Tuesday, May 30, 2023 - 5:15 pm
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, June 12, 2023 – 5:15 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144
Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT: www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, accessible and can accommodate persons who are disabled. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact City of Fargo's Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service – 800.366.6888 or 711

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

**RESOLUTION APPROVING THE 2023 ACTION PLAN AND AMENDMENT TO THE
2021 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) & HOME PROGRAMS**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF FARGO:**

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has adopted its 2023 Action Plan and amendments to the 2021 Action Plan for the Community Development Block Grant (CDBG) & HOME programs to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo and that identify fair housing issues and other contributing factors; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the 2023 Action Plan, amendments to the 2021 Action Plan, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the 2023 Action Plan and amendments to the 2021 Action Plan to the U.S. Department of Housing and Urban Development and enter into and execute contracts and other documents as necessary to effectuate activities identified in the plans.

CERTIFICATE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the City of Fargo's 2023 Action Plan and amendments to the 2021 Action Plan for the Community Development Block Grant (CDBG) & HOME programs as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held June 12, 2023 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as such records are now filed in the office of the City Auditor.

(SEAL)

Timothy J. Mahoney,
Mayor of the City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this ____ day of _____, 2023, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

Notary Public, Cass County, North Dakota



PUBLIC WORKS

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**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

May 11th, 2023

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Compact Track and Skid-Steer Loaders. (RFP23042A)

Commissioners:

On May 9th, 2023, three (3) proposals were received and read for nine (9) City of Fargo Compact Track and Skid Steer Loaders. Each machine will be traded out to a selected vendor on a yearly basis for a 5/year contract duration. Vendors were required to disclose an annual trade cost in this proposal along with meeting required specifications. One proposal did not meet specifications.

The results are as follows:

<u>Swanston Equipment</u>	<u>RDO Equipment</u>
Year 1: \$44,000.00	\$217,900.00
Year 2: \$44,000.00	NA
Year 3: \$45,500.00	NA
Year 4: \$47,000.00	NA
Year 5: \$47,000.00	NA

The review committee consisting of Tanner Smedshammer, Ben Dow, and Tom Ganje determined that Swanston Equipment met all required specifications and the prices were within expected parameters. Our recommendation is to award the contact to Swanston Equipment for the Compact Track and Skid-Steer Loaders. Funding for this project is to be included in multiple City of Fargo Departments budgets.

SUGGESTED MOTION:

Approve the recommendation to Swanston Equipment for an annual trade in contract for a duration of five (5) years.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Compact Track/Skidd-Steer Loaders - 5 year Trade In Contract (RFP23042A)
City of Fargo Departments
May 11th, 2023

Swanston Equipment								
Annual Trade In Contract								
Department	New Machine	- City Owned Machine	=	Year 1	Year 2	Year 3	Year 4	Year 5
Street Department	\$79,296.00	\$74,296.00		\$5,000.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Street Department	\$79,296.00	\$74,296.00		\$5,000.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Solid Waste	\$79,296.00	\$74,296.00		\$5,000.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,000.00
Mains and Hydrants	\$70,562.00	\$65,562.00		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Fargo Dome	\$62,591.00	\$57,591.00		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Facilities (Rental)				\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Facilities (Rental)				\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Facilities (Rental)				\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Fire Department (Rental)				\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				<u>\$44,000.00</u>	<u>\$44,000.00</u>	<u>\$45,500.00</u>	<u>\$47,000.00</u>	<u>\$47,000.00</u>
								<u>\$227,500.00</u>

RDO Equipment								
Annual Trade In Contract								
Department	New Machine	- City Owned Machine	=	Year 1	Year 2	Year 3	Year 4	Year 5
Street Department	\$83,000.00	\$65,500.00		\$17,500.00	NA	NA	NA	NA
Street Department	\$83,000.00	\$65,500.00		\$17,500.00	NA	NA	NA	NA
Solid Waste	\$83,000.00	\$65,500.00		\$17,500.00	NA	NA	NA	NA
Mains and Hydrants	\$75,000.00	\$50,500.00		\$24,500.00	NA	NA	NA	NA
Fargo Dome	\$75,000.00	\$50,500.00		\$24,500.00	NA	NA	NA	NA
Facilities (Rental)				\$30,000.00	NA	NA	NA	NA
Facilities (Rental)				\$30,000.00	NA	NA	NA	NA
Facilities (Rental)				\$26,400.00	NA	NA	NA	NA
Fire Department (Rental)				\$30,000.00	NA	NA	NA	NA
				<u>\$217,900.00</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
								<u>NA</u>

Did not provide pricing for years (2) -(5).



**PUBLIC
WORKS**

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**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

May 11, 2023

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Utility Work Machines (RFP23042B)

Commissioners:

On May 9, 2023, one (1) proposals was received and read for four (4) City of Fargo Utility Work Machines. Each machine will be traded out to a selected vendor on a yearly basis for a 5/year contract duration. Vendors were required to disclose an annual trade cost in this proposal along with meeting the required specifications.

The results are as follows:

Swanston Equipment

Year 1: \$28,500.00

Year 2: \$24,000.00

Year 3: \$26,000.00

Year 4: \$28,000.00

Year 5: \$28,000.00

The review committee consisting of Tanner Smedshammer, Ben Dow, and Tom Ganje determined that Swanston Equipment met the required specifications and the prices were within expected parameters. Our recommendation is to award Swanston Equipment for the Utility Work Machines. Funding for this project is to be included in multiple City of Fargo Departments budgets.

SUGGESTED MOTION:

Approve the recommendation to Swanston Equipment for an annual trade in contract for a duration of five (5) years.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Utility Work Machines - 5 year Annual Trade In Contract (RFP23042B)
City of Fargo Departments
May 11th, 2023

[illegible]

**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

June 7, 2023

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: (2) Brush Chippers (RFP23101)

Commissioners:

On June 5, 2023, one (1) proposal was received and read for the purchase of two (2) Brush Chippers.

The results are as follows:

<u>Firm</u>	<u>Price for (2) with Trade</u>
Trenchers Plus Inc.	\$93,750.00

The review committee consisting of Ben Dow, Scott Liudahl, and Tom Ganje evaluated one (1) proposal and determined that the proposal was compliant. Trenches Plus Inc. met all required specifications and the price was within expected parameters. A 2-year lease quote was procured for the full cost of both chippers. CapFirst Equipment Finance provided the lowest cost municipal lease. Funding for this project is included in the 2023 Forestry budget.

Our recommendation is to purchase/lease two (2) brush chippers based on the proposals from Trenchers Plus Inc. and CapFirst Equipment Finance.

SUGGESTED MOTION:

For RFP23101, approve the recommendation to purchase/lease two (2) Brush Chippers from Trenchers Plus Inc. through CapFirst Equipment Finance totaling \$93,750.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Forestry
(2) Brush Chippers (RFP23101)
6/7/2023

	Trenchers Plus Inc.
Make	Morbark
Model	1415
<u>New Brush Chipper</u>	
Price for (1)	\$56,875.00
Price for (2)	\$113,750.00
<u>Unit 714,715</u>	
Trade-In Value	\$20,000.00
Price For (2)-Less Trade-In Value	\$93,750.00
<i>Estimated Delivery - 1 week</i>	

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June 5, 2023

Board of City Commissioners
City Hall - 225 4th Street N
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached First Amendment to the Contract with Ambassador Cleaning to provide additional restroom cleaning services for the City of Fargo's Transit Department at the Ground Transportation Center transit hub. This will be in addition to the current cleaning services that Ambassador Cleaning provides at the Ground Transportation Center.

The City of Fargo's Transit Department has a five-year contract with Ambassador Cleaning to provide cleaning services. At this time staff is requesting an amendment to the contract to include additional restroom cleaning services for the Ground Transportation Center transit hub. The attached First Amendment has the total price per month for the remainder of the contract. The original contract with Ambassador Cleaning is also included.

Requested motion: Approve attached First Amendment to the Ambassador Cleaning and City of Fargo contract to provide additional cleaning services at the Ground Transportation Center.

Sincerely,



Cole Swingen, Assistant Transit Director
City of Fargo

/attachment





FIRST AMENDMENT TO
CONTRACT
Between the City of Fargo, North Dakota and
Ambassador Cleaning for
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES
October 10, 2022 through October 9, 2027

This Amendment is made and entered into effect on the fifteenth (15th) day of June, 2023, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota Municipal Corporation hereinafter referred to as "City" and AMBASSADOR INC. D/B/A AMBASSADOR CLEANING, a North Dakota Corporation, hereinafter referred to as "Contractor".

WHEREAS, the City and Contractor entered into a contract for custodial services at the Ground Transportation Center (GTC) and Metro Transit Garage ("MTG") dated October 3, 2022 ("Contract"), which remains in force and effect;

WHEREAS, the City has determined that it requires additional cleaning services for the Ground Transportation Center Bus Hub;

WHEREAS, Contractor has represented that it has the necessary expertise and personnel and is qualified to perform such additional services; and

WHEREAS, the City and Contractor consent to amendment of the Contract to provide for such additional services as contained herein.

NOW, THEREFORE, for good and valuable consideration fully acknowledged, the parties mutually understand and agree to amend the Contract as follows:

1. ADDITIONAL WORK

Contractor, in addition to the custodial services identified in the Contract, shall perform one (1) mid-day cleaning of the GTC restrooms every Monday through Saturday between the hours of 12:00 p.m. and 3:00 p.m.

2. TERM

Contractor shall begin providing the Additional Work described above on June 15, 2023, and will continue through the term of the Contract, which date is October 9, 2027.



3. PRICE

	Ground Transportation Center (GTC)
Price Per Month 2023	\$1,500
Number of Months 2023	6.5
2023 Total	\$9750.00
Price Per Month 2024	\$1,600
Number of Months 2024	12
2024 Total	\$19,200
Price Per Month 2025	\$1,700
Number of Months 2025	12
2025 Total	\$20,400
Price Per Month 2026	\$1,800
Number of Months 2026	12
2026 Total	\$21,600
Price Per Month 2027	\$1,900
Number of Months 2027	9 + 8 days
2027 Total	\$17,685
TOTAL COST	\$88,635

Payments will be made as provided in the Specifications.

4. This Amendment shall become part of the Contract upon complete execution by the parties.

5. Except as specifically modified or amended herein, all other terms and conditions of the Contract shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF FARGO

Dated: _____

By: _____
Timothy J. Mahoney, Mayor

Attest: _____
Steve Sprague, Auditor



Dated: 6/7/2023

CONTRACTOR
AMBASSADOR CLEANING

By: [Signature]
Ned Halilovic, Owner/President

CONTRACT
Between the City of Fargo, North Dakota and
Ambassador Cleaning for
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES
October 10, 2022 through October 9, 2027

THIS CONTRACT, is made this 3rd day of October, 2022, by and between the City of Fargo, North Dakota, hereinafter referred to as the "City", and Ambassador Cleaning, hereinafter referred to as the "Contractor".

WHEREAS, the City is in need of custodial services for the Ground Transportation Center (GTC) and the Metro Transit Garage (MTG) and the Contractor agrees to provide such services according to the terms of this Contract; and

WHEREAS, The Federal Transit Administration may be providing federal operating assistance for this project in an estimated expected amount not to exceed 50 percent; the Catalog of Federal Domestic Assistance (CFDA) number is 20.507; and

WHEREAS, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

NOW THEREFORE, BE IT AGREED between the City and the Contractor:

1. THE WORK

The work under this contract will include custodial services for the GTC and the MTG. Tasks will include a variety of janitorial service tasks as specified in the proposal (Exhibit A) signed by the Contractor and hereto attached and hereby made a part of this Contract (the "Proposal"), said work to be done and performed in accordance with the Specifications on file in the office of the City which Specifications are hereby made a part of this Contract.

2. TERM

The Contractor covenants and agrees that it will commence and continue the work during the period from October 10, 2022, through October 9, 2025, with an optional two-year written renewal agreed to by both parties of October 10, 2025 through October 9, 2027, and will have completed the work in every aspect to the satisfaction and approval of the City.

3. MATERIALS

The Contractor hereby agrees to furnish all materials (except such as are to be furnished by the City), all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the proposal signed by the Contractor.

4. PRICE

The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal hereto attached, which prices shall conform to those in the accepted Proposal. Payments will be made as provided in the Specifications.

5. ATTACHMENTS

The Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated April 21, 2022
2. Request for Proposals Scope of Work Ground Transportation Center & Metro Transit Garage Custodial Services dated April 28, 2022
3. All Addendums and Attachments identified in the Request for Proposal (not specified below)
4. Contractor Price Proposal Summary dated May 26, 2022
5. This Contract
6. Federal Contract Clauses
7. Debarment and Suspension Certification (signed by Contractor)
8. Lobbying Certification (signed by Contractor)

6. STATE AND FEDERAL FUNDING

It is understood that the validity of this Contract between the City and the Contractor is contingent upon the receipt by the City of State and Federal funding for the operating deficit of the transit system during the time period specified herein. It is further understood that any reduction or loss of State or Federal funding for the operations of the transit system shall be cause for the City, upon thirty (30) days written notification to the Contractor, to terminate this Contract.

7. MODIFICATIONS

Both parties will abide by all provisions set out within and agreed upon and detailed within the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document that is signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

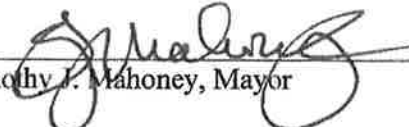
The Contractor, by submission of its Proposal, assures the City that it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. TERMINATION PROVISIONS


- a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.
- b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.
- c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

CITY OF FARGO

Dated: 10/3/22

By 
Timothy J. Mahoney, Mayor

Dated: _____

Attest 
Steve Sprague, Auditor

CONTRACTOR
AMBASSADOR CLEANING.

Dated: 10/12/22

By 
Ned Halilovic, Owner

10. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran's status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

11. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's negligence or intentional acts, or those of its employees, agents or designees.

12. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will maintain the specified coverage during the entire term of the Contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

13. GOVERNING LAW.

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

14. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or October 10, 2022, whichever event occurs later.

Ambassador Cleaning

Section I:

Response to Request for Proposal

**To provide contract cleaning services for Ground Transportation Center &
Metro Transit Garage**

650 23rd Street N. (502 NP Avenue)

Fargo, ND 58102

RFP Number:

Submitted to:

Julie Bommelman

Submitted by:

**Nedzad Halilovic, President
Ambassador Cleaning Inc.**

Executive Summary

Ambassador Cleaning Inc. is pleased to offer our bid to provide contract cleaning services for Ground Transportation Center (GTC) and Metro Transit Garage (MTG). We have been providing outstanding, cost-efficient cleaning services to the Fargo-Moorhead area for over 21 years and have an exceptional track record of meeting and exceeding customer wants and demands. Our current client base includes Scheel's All Sports, Scheel's Corporate, Sanford Hospital, BSE, Bell Bank's Properties, PRG Properties, CNH Industrial, Kilbourne Group properties, Ulteig and Moore Engineering and many others. Our tireless work ethic, abundance of resources and experience, and ability to meet the unique needs of each of our clients have made us a local favorite and garnered strong recommendations from many of the businesses we service, as well as three Chamber Choice awards from the F-M Chamber of Commerce. We are equipped to address any cleaning job including, but not limited to, vacuuming, carpet cleaning, general cleaning, hard surface floor maintenance, trash and garbage removal, recycling, and handling hazardous material. As a local company, we are on call 24-hours a day with a staff of 50 hard-working individuals, most of which have over 5 years of janitorial experience.

Ambassador Cleaning Inc. is a company that has been built from the ground up, with a foundation of hard work, honesty, reliability, and skill. We are more than prepared to meet any and all of the specifications that the contract with GTC and MTG demands and excited to have the opportunity to work with a city company of such stature and respectability.

I. Company Information, Corporate Background

Ambassador Cleaning Inc.
102 W Beaton Drive
West Fargo, ND 58078

PO Box 368
Fargo, ND 58107

www.ambassadorcleaning.com

Primary contact:

Ned Halilovic
Office: 701-412-4776
Cell: 701-491-2908
E-mail: ned@ambassadorcleaning.com

Secondary contact:

Mirela Halilovic
Office: 701-412-4776
Cell: 701-491-3137
E-mail: mirela@ambassadorcleaning.com

Ambassador Cleaning Inc. began with a contract for the cleaning services of one Restaurant, Timberlodge Steakhouse, and grew to become a full janitorial company through positive word of mouth and community involvement. Owner Ned Halilovic in 2007 eventually purchased a franchise company, Rainbow Restoration and Cleaning, which is certified to do a WATER, FIRE, SMOKE restoration. Also, Rainbow specialized in mold, trauma, COVID-19, and hard surface and carpet cleaning. Ambassador Cleaning continues to grow and gain satisfied clients, establishing the company as a fixture in the Fargo-Moorhead area.

Ambassador is an incorporated company established on August 1, 2001, and is licensed to operate in North Dakota, Minnesota, and South Dakota.

Insurance: Ambassador Cleaning Inc. is currently insured by Bell Insurance for up to five-million dollars, but is willing to adjust this as the contract demands.

(After award of contract we will add GTC and MTG to certificate holder per your request)

II. Financial Stability

Ambassador cleaning began with a single \$1,000/month account and has exponentially over the 21 years grow to operation of \$3.5 million per year. Ambassador Cleaning is also currently debt free.

(Financial details available per request.)

III. Corporate Experience and References

In the last 21 years Ambassador Cleaning has provided janitorial services for some of the area's leading businesses including Scheel's All Sports, Scheel's Corporate, Sanford Hospital, CNH Industrial, Bell Bank's, and many other respectful names of our community.

Ned Halilovic also owns Rainbow Cleaning and Restoration, which may be sub-contracted to. Any additional sub-contractors will be managed as follows:

- a. A project office will be established to effectively support the needs of the sub-contractor.
- b. Effective channels of communication will be clearly defined and established.
- c. A Statement of Work will be developed jointly by the team which will clearly define all services, responsibilities, authorities, deliverables, and content of the sub-contractor, as well as all constraints, including scheduling and budget.
- d. Each sub-contractor will have requirements for quality clearly identified in the Statement of Work, including the requirement to allow independent quality inspections of materials and processes.

Most of Ambassador Cleaning's employees have over 5 years of janitorial experience. Many employees are certified to do flood and fire restorations and are trained in industrial spills and trauma situations. They have done numerous jobs of floor stripping and waxing as well as carpet cleaning and general maintenance. Ambassador is equipped with ample resources to address any janitorial situation.

IV. Project Management Team, Organization and Staffing

A janitors with 5 years of janitorial experience will operate as a cleaning technician and work between the hours of 5pm – 1am M-F and either Saturday or Sunday. The account supervisor will be responsible for weekly visits and operations, making sure jobs are being executed with utmost quality and efficiency. Our staff is large enough to provide back up if the need arises.

Our philosophy is simple: Always satisfy the customer. We do this through hard work, punctuality, thoroughness, and keeping an open line of communication with our clients. We have developed a series of specialized inspection and performance reports that are provided to you on a regular basis to keep you informed. We are always happy to oblige all of your needs and suggestions.

Our professionally skilled team leaders, lead persons, supervisors, and management personnel constantly monitor and inspect our work to ensure quality results. We have developed our own in-house training programs using special audio-visual materials, classroom instruction, workbooks, and practical hands-on demonstration programs that prepare our people to perform their duties in a skilled, professional manner.

V. Quality Management Program

Ambassador Cleaning is in the process of implementing a Quality Management Program. Management prides itself in taking immediate and serious action if any problems arise. Employees responsible are first given a warning and, if the problem continues, replaced.

(MSDS sheets available per request)

VI. Management Information Systems and Reports

Tenant complaints and service requests are kept on file and reviewed several times per week to be sure that problems are addressed promptly and satisfactorily.

VII. Cost Controls and Accountability

Ambassador Cleaning employees are trained and equipped to perform their duties effectively and cost efficiently, within the parameters outlined in our price quotes. Any out-of-scope work will be billed at \$55/hour with minimum of 2 hour. Strip and wax services at \$1.00/sq. ft. and carpet cleaning \$0.28/sq. ft. A net 30 day pay term is acceptable.

With a staff of around 50 employees, we can guarantee that any absences will be covered, and replacements can be made as necessary. Our employee turn-over rate is very low, as most of our staff has been with us for over 5 years.

Action is constantly being taken to implement cost reduction and efficiency and any suggestions by our clients are welcomed.

VIII. Partnering

Our approach to partnering goes back to our philosophy: Satisfy the customer. We are at your service and will do whatever it takes to cover your needs, including, but certainly not limited to, all those responsibilities covered in the contract. The Customer's responsibility is simply to communicate its needs. Ambassador Cleaning is only local at this time but is willing and eager to expand into other areas of the continent.

Ambassador Inc.
 PO Box 368
 Fargo, ND 58107 US
 +1 7014124776
 ned@ambassadorcleaning.com
 www.ambassadorcleaning.com

Ambassador Cleaning

ADDRESS

Metro Transit Garage (MTG)
 650 23rd Street N
 Fargo, ND 58102 USA

SHIP TO

Metro Transit Garage (MTG)
 650 23rd Street N
 Fargo, ND 58102 USA

Estimate 1477

DATE 05/23/2022

ACTIVITY	QTY	RATE	AMOUNT
Commercial Cleaning	1	2,850.00	2,850.00
Metro Transit Garage			
Commercial Cleaning 6 x week			
Carpet Cleaning 2 x year			
Strip and Wax 1 x year			
Deep Scrub Tile and Wax 1 year			
Commercial Cleaning	1	3,200.00	3,200.00
Ground Transportation Center (GTC)			
Commercial Cleaning 6 x week			
Carpet Cleaning 1 x year			
Power wash bathrooms 1 x month			
SUBTOTAL			6,050.00
TAX			0.00
TOTAL			\$6,050.00

Accepted By

Accepted Date

SERVICE SCHEDULE – GROUND TRANSPORTATION CENTER (GTC):

For each item the frequency of the task at the Ground Transportation Center has been identified below:

Services	Daily	Monthly	Quarterly	Twice Yearly	Annually
General Cleaning	X				
Clean Floors	X				
Disinfect	X				
Prepare Floors	X				
Remove Trash	X				
Recycle Designated Items	X				
Clean Stairs	X				
Stripping & Refinish Hard Surface Floors					X
Re-Wax Hard Surface Floors					X
Spray Buff Hard Surface Floors	X				
Shampoo Carpets				X	
Spot Shampoo Carpet in Traffic Wear Areas	X				
Machine Scrub Rest Rooms		X			
Service Rest Rooms and Rest Room Lounges	X				
Clean Drinking Fountains	X				
Restore Furniture to Standard Arrangement	X				
Clean Interior Building & Furnishing Surfaces	X				
Clean Entrance Glass	X				
Perform Routine Attention to Rooms	X				
Report Maintenance Items	X				
Clean Janitorial Closets/Storage	X				
Power Wash Restrooms		X			
Sweep Stairwell	X				
Vacuum Elevator	x				
TOTAL					

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

SERVICE SCHEDULE -- METRO TRANSIT GARAGE:

For each item the frequency of the task at the Metro Transit Garage has been identified below:

Services	Daily	Monthly	Quarterly	Twice Yearly	Annually
General Cleaning	X				
Clean Floors	X				
Disinfect	X				
Prepare Floors	X				
Remove Trash	X				
Recycle Designated Items	X				
Clean Stairs	X				
Stripping & Refinish Hard Surface Floors					X
Re-Wax Hard Surface Floors					X
Spray Buff Hard Surface Floors	X				
Shampoo Carpets				X	
Spot Shampoo Carpet In Traffic Wear Areas	X				
Machine Scrub Rest Rooms, Locker Rooms, & Showers		X			
Service Rest Rooms and Rest Room Lounges		X			
Clean Drinking Fountains	X				
Restore Furniture to Standard Arrangement	X				
Clean Interior Building & Furnishing Surfaces	X				
Clean Entrance Glass	X				
Perform Routine Attention to Rooms	X				
Report Maintenance Items	X				
Clean Janitorial Closets/Storage	X				
TOTAL	X				

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

**PROPOSAL FOR
CUSTODIAL SERVICES
GROUND TRANSPORTATION CENTER
& METRO TRANSIT GARAGE
CITY OF FARGO - TRANSIT OFFICE**

BID PROPOSAL FORM

Sealed proposals must be received by the City of Fargo, ND, by 2:00 p.m. Central Daylight Time on, May 26, 2022, in the Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102.

If additional space is needed, additional sheets may be attached to this form, which must be clearly referenced back to the specific section addressed, for example "1.7-List of Owners and/or Officers of the Organization."

Is your firm or could your firm be certified as a Disadvantaged Business Enterprise (owned and controlled 51% or more by a woman or minority)? Yes No

SECTION 1. FIRM DATA/QUALIFICATIONS

- 1.1 Firm's Name: AMBASSADOR CLEANING
- 1.2 Firm's Address: 102 W. BEATON DR SUITE 200
WEST FARGO, ND 58078
- 1.3 Firm's Phone Number: 701-492-4776
- 1.4 Contact Person (Name & Title): NED HALILOVIC PRESIDENT
- 1.5 Contact Email and Phone Number: neda@ambassadorcleaning.com 701-491-2908
- 1.6 Legal Status of Organization: CORPORATION
(i.e. corporation, non-profit, partnership, sole proprietorship, other)
- 1.7 Date Firm Started Business: July of 2001
- 1.8 List Owners and/or Officers of the Organization:
NEDZAD HALILOVIC, PRESIDENT
MIRELA HALILOVIC, V. PRESIDENT
- 1.9 Description of Organization: Provide a brief description of the major business functions, history and organization structure of the responding organization.
Please see my response to Request for Proposal

1.10 Service References: Provide references from clients for which the respondent organization has provided similar service during the past five (5) years using the forms attached labeled "1.10 - Service References."

1.11 Subcontractors: Provide names, addresses, telephone numbers and role of proposed subcontractors; specify if the firm is a DBE/SBE or not. If more space is needed, attach and label as "1.11 – Subcontractors Information."

Please see my Response to Request for Proposal

1.12 Has respondent, or any officer or partner of respondent, failed to complete a contract? If yes, explain.

NO

1.13 Pending Litigation: Is any litigation current or pending against respondent or any officer or partner of respondent? If yes, give details. If more space is needed, attach and label as "1.13 – Pending Litigation."

NO

1.14 Describe your firm's strategy and timeline for completing the custodial cleaning services, including personnel resources and equipment. Identify the project manager and their work experience. If more space is needed, attach and label as "1.14 –Service Work Plan."

1.15 Briefly indicate why you consider your firm to be the best to perform this contract. Explain your cleaning approach and methods. If more space is needed, attach and label as "1.15 – Respondent Organization's Ability to Perform Contract."

SECTION 2: INSURANCE

- 2.1 Insurance: Attach and label 3.2 – Insurance either: 1) Certificates of insurance for the prescribed coverage; or 2) A letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

SECTION 3: BID PROPOSAL & SUPPORTING DATA

- 3.1 Cost Summary/Bid Price: Based upon the service requirements as detailed in this RFP, complete the tables below:

BID PRICE:

	Ground Transportation Center (GTC)	Metro Transit Garage
Price per month 2022	\$3200	\$2850
Number of months 2022	7	7
2022 Total	\$22,400 ✓	\$19,950
Price per month 2023	\$3300	\$2840
Number of months 2023	12	12
2023 Total	\$39,600 ✓	\$35,280
Price per month 2024	\$3,400	\$3,030
Number of months 2024	12	12
2024 Total	40,800 ✓	\$36,360
Price per month 2025	\$3,500	\$3120
Number of months 2025	12	12
2025 Total	\$42,000 ✓	\$37,440
Price per month 2026	\$3,600	\$3,210
Number of months 2026	12	12
2026 Total	\$43,200 ✓	\$38,520
Price per month 2027	\$3,780	\$3,300
Number of months 2027	5	5
2027 Total	\$18,900	\$39,600
CONTRACT TOTAL	\$206,900	\$207,150

Average number of monthly and annual work hours:

	Ground Transportation Center (GTC)	Metro Transit Garage
Average work hours/month 2022	84	80
Number of months 2022	7	7
2022 Total	588	560
Average work hours/month 2023	96	80
Number of months 2023	12	12
2023 Total	1152	960
Average work hours/month 2024	96	80
Number of months 2024	12	12
2024 Total	1152	960
Average work hours/month 2025	96	80
Number of months 2025	12	12
2025 Total	1152	960
Average work hours/month 2026	96	80
Number of months 2026	12	12
2026 Total	1152	960
Average work hours/month 2027	96	80
Number of months 2027	5	5
2027 Total	480	400
AVG ANNUAL WORK HRS	5676 - 5776	5360 - 5400

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

- 3.2 Optional Services/Bid Price: Describe any optional and/or innovative services which you offer for consideration, as well as any minimum requirements you wish to exceed. Provide a detailed budget for these optional services on the attached form labeled "3.2-Optional Services/Bid Price."

SECTION 4: COVENANT AGAINST CONTINGENT FEES

The Proposer has () has not () employed any company or person (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure this Contract and has () has not ()

**ADDENDUM #1
REQUEST FOR PROPOSALS
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES**

Issued May 20, 2022

The following clarifications are provided to assist all proposers in making an adequate interpretation of the provisions of the RFP:

- The Pre-Bid Conference minutes are attached to this addendum.

- ***RFP Page 10, Protests to FTA:***
Sections 6.0 – 6.2.3 have been removed from the RFP to clarify that the FTA's involvement in bid protests is limited. The Uniform Guidance, as adopted by DOT, no longer includes the language in 49 C.F.R. §18.36(b)(12) that provided for a direct appeal to FTA of a recipient's final decision on a bid protest.

- ***Service Schedule – Ground Transportation Center (GTC), Mid-Day Restroom Cleaning:***
Please complete a separate "bid price" and "average number of monthly and annual work hours tables" for a mid-day GTC restroom cleaning and include it in your sealed price proposal. The mid-day restroom cleaning will be required to be done between 11:00 a.m. and 2:00 p.m. each day. The mid-day restroom cleaning will be considered an option, meaning that the City may elect not to include it in the final contract. The separate bid price table can be found in the Addendum 1 5.20.22 – Custodial Bid Price & Avg Wrk Hours spreadsheet.

This spreadsheet can also be used to submit the "bid price" and "average number of monthly and annual work hours" tables for the services requested in the Ground Transportation Center & Metro Transit Garage RFP in place of the table that was included in the initial RFP.

MINUTES

PRE-BID CONFERENCE REQUEST FOR PROPOSALS GROUND TRANSPORTATION & METRO TRANSIT GARAGE CUSTODIAL SERVICES CITIES OF FARGO AND MOORHEAD

**THURSDAY, MAY 12, 2022 - 8:30 AM
METRO TRANSIT GARAGE
650 23RD ST N, FARGO, ND 58102**

1. Introductions

Introductions were made of all persons present at the meeting.

- Mesud Hero, Diamond Shine Cleaning
- Al Char, Osgood Services
- Julie Bommelman, Fargo Transit Director, MATBUS
- Cole Swingen, Fargo Assistant Transit Director – Operations, MATBUS
- Luke Grittner, Fargo Transit Planner, MATBUS
- Floyd Coppel, Building Maintenance Technician II, MATBUS

Swingen opened the online meeting in Teams. No attendees were present online and the connection was closed.

2. Review Scope of Work & Contractor Selection Criteria (Page 15-24, Page 6)

Bommelman went through the scope of work and explained that the contractors must be able to supply the materials listed under the Materials and Supplies section. Bommelman also stated that the contractors must be able to meet the insurance requirements listed. Bommelman explained the schedule requirements, stating that the cleaning is to be done after business hours. Bommelman directed the contractors the Evaluation Criteria section, and stated that the lowest bid may not be the selected bid, the selection also takes previous experience and quality into account.

3. Forms to be Submitted with Proposal (Page 2)

- Federal Clauses and Certifications
- Debarment & Suspension Certification
- Lobbying Certification

Bommelman spoke about the submission of proposals and what is expected of the contractor. She explained that the written proposal should be in a separate sealed envelope from the price proposal.

The two certifications in Appendix B-1 and B-2 must be signed and submitted with the proposal.

Bommelman told the attendees that their business must be registered with SAM.gov prior to entering into a contract. Sam.gov is the registration site for businesses working with the federal government or federal grantees.

Bommelman also explained that if a proposal is received and it does not include the proper forms, it will be considered non-responsive and will not be considered.

4. Projected Schedule (Pages 4-5)

- Proposals are due May 26, 2022 at 650 23rd St N, Fargo, 2:00 pm CDT
- Contract begins/work commences August 8, 2022

Bommelman explained that there is an opportunity for pre-bid protests, if the contractor believes that something has been done unfairly.

5. There have been no written requests for clarifications and modifications (were due May 5, 2022)

6. Questions and Answers

- Char asked will the floor stripping will be done before August when the new contract goes into effect.
 - Swingen stated that the floors will not be stripped before the new contract goes into effect.
- Hero asked who supplies the chemicals.
 - Bommelman stated that City will supply them.
- Hero asked if the City will supply the floor scrubber at the GTC.
 - Bommelman stated that the City will supply the floor scrubber.

BID PRICE:

	Ground Transportation Center (GTC)	Metro Transit Garage (MTG)
Price Per Month 2022	\$1500	
Number of Months 2022	7	7
2022 Total	10,080	
Price Per Month 2023	\$1500	
Number of Months 2023	12	12
2023 Total	\$18,000	
Price Per Month 2024	1600	
Number of Months 2024	\$1600 12	12
2024 Total	\$19,200	
Price Per Month 2025	\$1600	
Number of Months 2025	12	12
2025 Total	\$19,200	
Price Per Month 2026	\$1,550	
Number of Months 2026	12	12
2026 Total	\$19,800	
Price Per Month 2027	\$1700	
Number of Months 2027	12	12
2027 Total	\$20,400	
CONTRACT TOTAL	\$106,680	

paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, as requested by the Contract Administrator.

SECTION 5: ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP solicitation:

Addendum No. <u>1 (DAN PORTER)</u>	Dated <u>5/23/22</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of proposal.

SECTION 6: PROPOSER CERTIFICATION STATEMENT

The rate charged includes all equipment and materials used by the contractor. There can be no additional charges. The price quoted will be effective until August 8, 2025. Thirty days' notice of any rate changes shall be submitted to the City of Fargo Transit Director.

I do hereby agree to adhere to the specifications in performance under any contract awarded from this bid.

The undersigned certifies that he/she is legally authorized by the Proposer to make the statements and representations contained in this document and represents and warrants that the foregoing information is true and accurate to the best of his knowledge and intends that the City of Fargo, North Dakota, rely thereon in evaluating the Proposer.

PROPOSER'S NAME: NED HALILOVIC

DATE OF SIGNING: 5/23/22

SIGNATURE BY: [Signature]

TITLE: PRESIDENT

NOTARY: Damen Murrelo / [Signature]

NOTARY SEAL:



1.10 - SERVICE REFERENCES

Firm Name: CNH
Street: 3401 1st N.
City, State, Zip Code: FARGO, ND 58102
Contract Person: ERIC SUNDBY
Telephone Number: (701) 318-9853
Length of Service: from 2010 to PRESENT

Please describe the services respondent provided to this organization by checking as many of the

following as apply: We provide janitorial service 7 days per week for CNH

We have support janitor on staff 2 shifts AM + PM.

Recycling program throughout the plant.

Forklift operator, garbage compound operator, Floor scrubbing inside the plant

Striping + waxing floors, Carpet cleaning, Emergency Services

Our staff at CNH Fargo is about 7 full time and 2 PT.

NOTE: Include completed References Release

REFERENCE(S) RELEASE

For valuable consideration, I hereby confer on the City of Fargo the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

I hereby release and discharge the City of Fargo from all and any claims and demands ensuing from or in connection with the use of the information, including all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit or the legal representatives, licensees and assigns of the City of Fargo as well as the person(s) from whom they received the information. I hereby affirm that I am the correct representative of the company listed below and have the right to provide the information. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon my heirs, legal representatives and assigns.

Date: 5/23/22

Signed: [Signature]

Title: PRESIDENT

Company Name: AMBASSADOR CLEANING

Address: ~~102~~ 102 W BEATON DR SUITE 200

City: WEST FARGO

State/Zip: ND 58078

Phone: 701-491-2908

EVALUATION FORM
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES

Evaluator's Name _____

Date _____

Company Name _____

Technical and Price Evaluation

Description	Maximum Points	Score
Approach and Work Plan	25	
Qualifications and References	25	
Experience	20	
* Price	30	
TOTAL	100	

* **Price Evaluation:** The lowest proposed price will receive 30 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is \$60,000 and someone bid \$66,000, they would receive 27 points ($6,000/60,000 = 10\%$, $100\% - 10\% = 90\%$, $90\% \times 30 = 27$ points)

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION & OTHER RESPONSIBILITY MATTERS**

The proposer certifies to the best of its knowledge and belief, and that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period preceding this application/proposal/contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ ARE APPLICABLE THERETO.

NED HALILOVIC
Name

AMBASSADOR CLEANING
Company Name

5/23/22
Date

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, NED HALILOVIC, hereby certify on behalf of AMBASSADOR INC. that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-111 "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 23 day of May 2022.

By: 

Attachment 1

This contract may be funded up to 50% through an operating grant from the Federal Transit Administration, catalog of Federal Domestic Assistance (CFDA) #20.507. As such, all applicable federal clauses and regulations apply.



1. **No Government Obligation to Third Parties:** *Applies to all third-party contracts that are federally funded.*

- a. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



2. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



3. Federal Changes: *Applies to all contracts.*

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Agency and FTA, and they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.



4. Civil Rights and Equal Opportunity: *Applies to all contracts.*

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



5. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.



6. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, 'Requirements/or Energy Assessments,' 49 C.F.R. part 622, subpart C.*

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).



7. Veterans Employment: *Applies to capital projects, to the extent practicable*

As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, the Contractor agrees that it:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

The Contractor also assures that its sub-recipients will:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: *Applies to all contracts.*

The Contractor is prohibited from obligating or expending federal funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" is:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor shall not provide covered telecommunications equipment or services in the performance of this contract.



9. Termination Provisions: *Applies to all contracts over \$10,000.*

Termination for Convenience (General Provision): The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.⁵

Opportunity to Cure (General Provision): The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within ten [10] days after receipt by Contractor or written notice from the Agency setting forth the nature of said breach or default, the Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

This termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.



10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;

- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



11. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters : Applies to all contracts exceeding \$25,000.

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify City Utilities, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which City Utilities is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and City Utilities, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the Agency, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Agency is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this agreement or another agreement with the Agency involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.



12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (Note: A separate certification will be required to be signed if the contract meets this criteria), to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



13. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.



14. **Clean Air Act and the Federal Water Pollution Control Act:** *Applies to all contracts exceeding \$150,000.*

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251-1388. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.



15. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate: *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.*

- a. Disputes will be presented in writing to the appropriate Agency personnel - in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. Agency personnel and the Contractor will attempt to resolve any dispute arising in the performance of the contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission - it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council - it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b. Unless otherwise directed by the Cities of Fargo/Moorhead, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

- c. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.



16. Cargo Preference: *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.



17. Fly America: *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- a. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- b. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR§ 47.403. [State reasons]:

(End of statement)

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.



18. Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:

Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:

a. Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA 's 'Davis-Bacon Related Act');*
- ii. The Davis-Bacon Act, 40 USC. §§ 3141-3144, 3146, and 3147; and*
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.*

b. "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;*
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 USC. § 3145; and*
- iii. US. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



19. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:*

a. **Contract Work Hours and Safety Standards**

- i. *Contract Work Hours and Safety Standards Act, as amended, 40 USC §§ 3701- 3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
- ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

b. **For Construction Contracts:**

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other

Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

c. For Awards Not Involving Construction:

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.



20. Bonding: *The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. Minnesota State Statute 574.26 limit is \$100,000) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:*

- a. A bid guarantee from each bidder equivalent to five [5] percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond,

certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - i. 50% of the contract price if the contract price is not more than \$1 million;
 - ii. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. \$2.5 million if the contract price is more than \$5 million.

- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond. Bid Bond Requirements (Construction)

Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the Agency to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety [90] days subsequent to the opening of bids, without the written consent of the Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety [90] days after the bid opening without the written consent of the Agency, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting Bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the Agency as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the Agency for the damages occasioned by default, then the

undersigned bidder agrees to indemnify the Agency and pay over to the Agency the difference between the bid security and the Agency's total damages, so as to make the Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

- a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
 - iii. Two and one half million if the contract price is more than \$5 million.
- b. If the original contract price is \$5 million or less, the Agency may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Agency's interest.

The following situations may warrant a performance bond:

- a. The Agency's property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- b. A contractor sells assets to or merges with another concern, and the Agency, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

c. Substantial progress payments are made before delivery of end items starts.

d. Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Agency's interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- I. Fifty percent of the contract price if the contract price is not more than \$1 million;
- II. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- III. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Agency shall determine the amount of the advance payment bond necessary to protect the Agency.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished, and the financial responsibility of the Contractor is unknown or doubtful. The Agency shall determine the amount of the patent indemnity to protect the Agency.

Warranty of the Work and Maintenance Bonds

The Contractor warrants to the Agency, the architect and/or engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the Agency, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be

considered defective. If required by the project manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one [1] year after final payment by the Agency and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Agency. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to the Agency written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one [1] year after final payment and shall be written in an amount equal to ONE HUNDRED PERCENT [100%] of the CONTRACT SUM, as adjusted (if at all).

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- 21. EEO:** *Applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3*

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The Agency will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

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- 22. Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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- 23. Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. Under this contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the contract.
- b. Special Warranty. When the contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a special warranty for its award, including its award of federal assistance under the Tribal Transit Program. The U.S. DOL special warranty is a condition of the contract.
- c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.



24. Charter Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;

- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA 's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.



25. School Bus Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

If the Contractor violates this school bus agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.



26. Substance Abuse Requirements: Drug & Alcohol Testing: *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA 's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a. Operating a revenue service vehicle, including when not in revenue service;

- b. *Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;*
- c. *Controlling dispatch or movement of a revenue service vehicle;*
- d. *Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts or such services; or an employer who receives funding under 49 USC § 5311 and contracts out such services.*
- e. *Carrying a firearm for security purposes.*

Additionally, third-party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



27. Rights to Inventions Made Under a Contract or Agreement: *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

- a. *Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b. *Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the contract.

- a. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data

developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- c. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.
- f. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.



28. Disadvantaged and Small Business Enterprise (DBEs): *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

In connection with the performance of this service, the Contractor will cooperate with the Agency in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to ensure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to ensure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by Agency for purchases pertaining to this contract to the best of the Contractor's ability and will provide the Agency with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Fostering Small Business Participation

The Agency has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the Agency. This program is race and gender-neutral, however SBEs can also count towards DBE goals.



29. Prompt Payment and Return of Retainage: *Applies to all contracts.*

Recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 4 71.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).



30. 6002 of the Solid Waste Disposal Act: *Applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.*

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended (42 U.S.C. 6962) by the Resource Conservation and Recovery Act (RCRA), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.



31. Americans with Disabilities Act Access (ADA): *Applies to all contracts.*

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in

public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate.



32. Assignability Clause: *Applies to all contracts.*

Procurements through assignments: Neither the Agency nor the Contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.



33. Program Fraud & False or Fraudulent Statements & Related Acts: *Applies to all third-party contracts that are federally funded.*

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



- 34. Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.



- 35. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(111) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance



- 36. Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Attachment 2

Vendor Registration for MATBUS (Cities of Fargo, ND, & Moorhead, MN)

1 Name of Business: AMBASSADOR CLEANING
 2 Business Street Address: 102 W BEATON DR. Suite 200
 3 Business Mailing Address: _____
 4 City, State, ZIP: WEST FARGO, ND 58078
 5 Business Website: www.ambassadorcleaning.com
 6 Business Telephone: 701-412-4776
 7 Contact Person: NED HALILOVIC
 8 Contact Person Title: PRESIDENT
 9 Contact Person Email: ned@ambassadorcleaning.com
 10 Contact Person Telephone: 701-491-2808
 11 Business DUNS Number: _____

- 12 Is this firm a certified Disadvantaged Business Enterprise in the State of North or State of Minnesota?
 13 Is this firm a certified Small Business with the U.S. Small Business Administration?
 14 Has your business registered with the System for Award Management @ www.sam.gov? Note: This is required prior to contracting with MATBUS.
 15 If a North Dakota business, has your business registered as a vendor with the Secretary of State @ <https://sos.nd.gov/business/vendors>?
 16 Have you read the MATBUS Federal Clauses?
 17 Does your firm agree to comply with the applicable Federal Clauses when doing business with MATBUS and the Cities of Fargo and Moorhead?

Yes	No
	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance PO Box 1470 Fargo ND 58107	CONTACT NAME: PHONE (A/C, No, Ext): 701-237-6414 FAX (A/C, No): 701-239-0009 E-MAIL: info@bell.insurance ADDRESS:														
INSURED Ambassador, Inc. PO Box 368 Fargo ND 58107	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Acuity, A Mutual Insurance Com</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity, A Mutual Insurance Com	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Acuity, A Mutual Insurance Com	14184														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1526842573

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: </div>	Y		L21733	5/6/2021	5/6/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <div style="margin-left: 20px;"> <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </div>	Y		L21733	5/6/2021	5/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			L21733	5/6/2021	5/6/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	L21733	5/6/2021	5/6/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> North Dakota E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented Equipment Rented Equipment			L21733	5/6/2021	5/6/2022	Limit 100,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

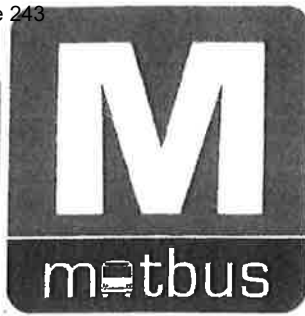
CANCELLATION

North Dakota Department of Transportation
 608 East Boulevard Avenue
 Bismarck ND 58505-0780
 United States of America

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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650 23rd Street North, Fargo, North Dakota 58102 | p. 701-241-8140 | www.matbus.com

REQUEST FOR PROPOSALS
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE CUSTODIAL SERVICES
CITIES OF FARGO AND MOORHEAD

Date Issued: April 21, 2022

SUMMARY

The City of Fargo, North Dakota, Transit Department, requests proposals from qualified parties for custodial services until 2:00 p.m. central daylight time (CDT) on **Thursday, May 26, 2022**. Proposals received after the specified date/time will be considered late proposals and will not be opened or considered for award. The City shall award the successful bidder a three-year contract with optional two-year renewal (08-2022 to 08-2027) for custodial services at the Ground Transportation Center (502 NP Avenue) and the Metro Transit Garage (650 23rd St N).

- Bidder will submit one (1) original, five (5) hard copies and one (1) electronic version in PDF format supplied on a USB flash drive, or by email to the 2 contacts listed below.
- Bids shall be submitted by May 26, 2022 at 2:00 p.m. (CDT) in ***2 separate sealed envelopes (one containing the RFP response and one containing the pricing)*** to:

Julie Bommelman, Transit Director **and** Lori Van Beek, Transit Manager
 Metro Transit Garage, 650 23rd St N, Fargo, ND 58102

Contact Information:

Bommelman: (701) 476-6737 or JBommelman@matbus.com

Van Beek: (701) 476-6686 or LVanBeek@matbus.com

- Bids shall clearly reflect the title "Proposal for Custodial Services of Ground Transportation Center and Metro Transit Garage" and the **proposer's name**.

Expenses incurred in developing and submitting a proposal are borne entirely by proposer. Proposers will not include any such expenses as part of the price proposed in response to this document.

This procurement will be funded up to 50% through a Federal Transit Administration operating grant, Catalog of Federal Domestic Assistance (CFDA) #20.507.

All proposers are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The City of Fargo will ensure that respondents

to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

The City reserves the right to reject any and all bids and to waive any informalities, irregularities or technicalities in the bidding.

The following documents must be signed and returned with your proposal in order for it to be considered responsive:

- Response to RFP: one (1) original, five (5) hard copies, and one (1) electronic version in .pdf format supplied on a USB Flash Drive, or via email to the "Contact Information" points of contact on page 2,
- Price Proposal: one (1) original in a separately sealed envelope,
- Statement of Qualifications and References,
- Signed Authorization Form to contact references,
- Bid Form
- Certification Regarding Debarment,
- Certification of Restrictions on Lobbying

**SPECIFICATIONS FOR CUSTODIAL
MAINTENANCE OF GROUND TRANSPORTATION CENTER (GTC)
AND METRO TRANSIT GARAGE (MTG)
CITY OF FARGO -TRANSIT OFFICE**

The Proposer will furnish labor, materials, and equipment necessary to provide contract custodial services to the Ground Transportation Center (GTC) at 502 NP Ave, Fargo ND and the Metro Transit Garage (MTG) at 650 23rd St N, Fargo ND for the period from August 8, 2022 to August 7, 2025 in accordance with the following specifications:

SCOPE OF SERVICES

The Proposer shall furnish only the materials specified under the Materials and Supplies section of this proposal. The Contractor shall provide the janitorial services required for the buildings specified hereunder to start on August 8, 2022.

TERMS OF SERVICES

The term of the services shall be for the period of August 8, 2022 through August 7, 2025 with an optional two-year renewal of August 8 2025 through August 7, 2027 with the janitorial services hereunder to start on August 8, 2022.

SCHEDULE

April 21	Cities release RFP document; publish advertisement, notify private sector.
May 5	Deadline for proposer's submittal of written request for clarification or modification of the RFP.
May 12	Cities' response to written request for clarification or modification of the RFP.
May 19 COB	Deadline for proposer's submittal of written bid protests regarding the solicitation (RFP).
May 26	Deadline for receipt of sealed proposals by 2:00 p.m. CDT in the Metro Transit Garage, 650 23 rd Street North, Fargo, North Dakota 58102.
May 26 – June 9	Cities' review and evaluate proposals, interview finalists.
June 16	Deadline for proposer's submittal of written pre-award bid protests.
June 27	Moorhead City Council award of contract and notice to proceed issued, contingent upon Fargo City Commission approval.

June 27	Fargo City Commission award of contract and notice to proceed issued, contingent upon Moorhead City Council approval.
July 5 COB	Deadline for proposer's submittal of written post-award protests.
July 12	Cities' response to post-award protests.
July 19	Deadline for proposer's submittal of written appeal of post-award decision to appropriate City governing board.
July 19 – July 25	Hold hearing of appeal of post-award decision with Fargo City Commission and Moorhead City Council.
July 26	Cities' final written determination on appeal issued. All decisions regarding protests shall be considered final.
August 8	Successful proposer commences service.

SCHEDULED HOURS OF SERVICE

The Contractor shall provide to the Transit Office at 650 23rd St N, Fargo, ND 58102 prior to the commencement of work under this contract a schedule of hours the Contractor intends to implement in servicing the resulting contract. The work must be performed after the regular business hours of the GTC and MTG Monday through Saturday of each week; also on-call within two hours of requested service. Regular business hours of the GTC are 6:15 am to 11:15 pm M-F/7:15 am to 11:15 pm Saturday; regular business hours of the MTG are 7:45 am to 4:30 pm M-F – please note the shop portion of the MTG operates 5:30 am to 1:00 am M-Sat.

Changes to this schedule must be submitted to the Transit Office at 650 23rd St N, Fargo ND and may be implemented only upon written approval.

STAFFING AND EQUIPMENT

The Contractor shall maintain a sufficient work force to adequately serve the requirements of the resulting contract. With this proposal, the Proposer shall indicate the number of monthly and yearly work hours at each location he/she intends to provide for this contract. The Contractor must also managerial staff located in the Fargo/Moorhead area to address any concerns that the Proposer has in a timely manner.

COMMUNICATIONS

In addition to a telephone number, the contractor shall be required to provide the City with an email address which will be checked at least once per 24-hour period. The City will utilize this address to alert the contractor of specific cleaning tasks, problems, etc.

CONTRACTOR FACILITIES

The City shall provide, without cost to the Contractor, a janitorial closet for storage of equipment and supplies at each location.

FAILURE TO PERFORM REQUIRED SERVICES

The City will give the Contractor written notice of work deficiencies. Notification of deficiencies will be given on a timely basis. The City will allow the Contractor to correct the deficiency without penalty during the next scheduled work shift or at a time mutually agreed unless the work deficiency is a continuation. Repeated instances of non-performance by the Contractor will be grounds for termination of the contract.

PAYMENT INVOICE AND CHECKLIST

Invoices for service performed may be submitted to the City of Fargo Transit Office at 650 23rd St N, Fargo, ND 58102 by the 10th day of each calendar month following the last scheduled working day of the previous calendar month. Payments by the City of Fargo to the Contractor for services rendered shall be made monthly, as promptly as possible, and with the City's regular payment process.

The Contractor shall complete and submit each month, together with the Contractor's monthly invoice, a checklist certifying that the requirements of the specifications applicable within the month have been completed in a satisfactory manner.

The Contractor shall develop the form of the monthly checklist before the work of the contract shall have commenced. The City of Fargo Transit Office shall approve the checklist prior to the start of work.

CONTRACTOR CONFORMANCE WITH SAFE PRACTICES

Contractor will conform with all Federal, State and Local laws and ordinances and regulations. The Contractor shall agree to indemnify and save harmless the City of Fargo from any loss or liability, including attorney's fees caused by Contractor's failure to do so.

EXTRAORDINARY COST CHANGES

In the event the Contractor's costs are affected by extraordinary events such as riots, strikes, picketing, boycott, acts of God, or any other unforeseen events, the parties agree to negotiate for reasonable adjustments.

INSURANCE COVERAGE

If the Contractor does not currently meet the insurance requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage with their proposal. The Contractor shall furnish within fifteen (15) days after contract award evidence of insurance providing coverage for all services provided for the duration of the contract and shall include the following: \$1,000,000 Comprehensive General Liability coverage. Also, the Contractor shall be required to maintain this insurance in force until the project is completed and accepted. In addition, the Contractor shall name the City of Fargo as additional named insured to said policies with regard to the services and products being provided; the City of Moorhead will be named as additional insured to said policies for the Metro Transit Garage as they own 1/3 of that facility. The policies shall state that the insurance company will give the City of Fargo and the City of Moorhead thirty (30) days written notice prior to cancellation of this policy.

DAMAGE TO CITY OWNED FACILITIES

If the City finds required repairs, which, in its opinion are the direct result of the use of inferior equipment, products, or workmanship, the contractor shall promptly place in satisfactory condition, make restitution, or replace all damaged items and correct all defects.

EVALUATION CRITERIA

The City of Fargo will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of the City as stated herein will not be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and in the best interest of, the city and the general public – this may not be the lowest price. The evaluation criteria are as follows:

Approach and Work Plan	25 pts
Qualifications and References	25 pts
Previous Experience	20 pts
Price	<u>30 pts</u>
Total	100 pts

Proposals may be modified or withdrawn by written or email notice received by the Cities prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

Workers' Compensation

The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance and applicable Unemployment Insurance, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the Cities prior to commencing any work under this contract. If the Contractor does not currently meet the requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance at the limits established by the States of North Dakota and Minnesota. Deductible and Self Insured retainers, if any, shall be identified in the Bidder's proposal. All deductible payments are the responsibility of Contractor.

Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo/City of Moorhead shall have received written notice of such cancellation or reduction by certified mail."

Contractor will provide the City of Fargo and City of Moorhead documentation proving insurance coverage, in the form of a Certificate of Insurance, within fifteen (15) days of notice

of contract award or ten (10) days before commencing maintenance service, whichever occurs first.

ELIGIBILITY FOR AWARD

In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the City must be able to determine that the proposer is responsible to perform the Contract satisfactorily.

Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.

Responsible proposers at a minimum must:

- Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
- Have a satisfactory record of past performance;
- Have necessary management and technical capability to perform;
- Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
- Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
- Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying.
- Be registered with the State of North Dakota (Attachment 2)

RESERVATION OF RIGHTS

The City of Fargo expressly reserves the right to:

- Reject or cancel any or all proposals;
- Waive any defect, irregularity or informality in any proposal or proposal procedure;
- Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- Extend the proposal due date;
- Reissue a Request for Proposals;
- Procure any item or services by other means;
- The City reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- The City reserve the right to negotiate a Contract with the proposer having the best evaluation as determined by the evaluation team. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The City additionally reserves the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the City and commence negotiations with the next best rated proposer.

ADDENDA, REQUESTS FOR MODIFICATION OR CLARIFICATION, PROTEST PROCEDURES

Addenda: In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, a written addendum to the RFP will be provided to each prospective

proposer by mail or e-mail. Receipt of all addenda must be acknowledged by each prospective proposer as requested on the Bid Proposal Form; acknowledgements for email receipt of addenda will be done by recipient sending an email acknowledgement. Oral instructions by the City of Fargo/City of Moorhead representatives are not binding.

Request for Modification or Clarification: Requests for clarification or modification of this RFP must be in writing. The City must receive any such request by **COB May 5, 2022**. Any request must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or amendment of this solicitation.

Inquiries about Fargo-Moorhead Transit services and the Request for Proposal shall be directed to:

Julie Bommelman
Transit Director
City of Fargo
650 23rd Street North
Fargo, ND 58102
TEL: (701) 476-6737
FAX: (701) 241-8558
jbommelman@matbus.com

or

Lori Van Beek
Transit Manager
City of Moorhead
650 23rd Street North
Fargo, ND 58102
TEL: (701) 476-6686
FAX: (701) 241-8558
lvambeek@matbus.com

APPLICABLE STATE AND LOCAL CLAUSES:

1. **Confidentiality of Proposal Information**

Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening.

Financial information required to be submitted with proposals to establish financial responsibility; cost/price proposals; and other financial data, such as overhead rates, etc. shall be handled as confidential data to the extent allowed under applicable law, including Minnesota Government Data Practices Act, M. S. Chapter 13, and utilized on a "need-to-know" basis for proposal evaluation. Such information shall be treated as confidential to the extent allowed under North Dakota's open records law, Chapter 44-04, N.D.C.C. (specifically, N.D.C.C. § 44-04-18.4).

2. **Accuracy of Proposal**

Each proposal is publicly opened and the name of bidder is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.

3. **Proposals Binding**

All proposals submitted in accordance with the terms and conditions of the proposal shall be binding upon the bidder for ninety (90) calendar days after the proposal opening.

4. Disclaimer of Liability
The City of Fargo will not hold harmless or indemnify any contractor for any liability whatsoever.
5. Hold Harmless
The City of Fargo will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this request for bid.
6. Law Governing
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of North Dakota.
7. Conditional Proposals
Conditional proposals are subject to rejection in whole or in part.
8. Subletting of Contract
The contract that will be derived from this request for proposal shall not be sublet except with the written consent of the City of Fargo. No such consent shall be construed as making the City of Fargo a party to such subcontract, or subjecting the City of Fargo to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City of Fargo must be through the General Contractor.
9. Assignment/Transfer of Interests
There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City of Fargo.
10. Severability
In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.
11. Regulatory Requirements
The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for the provision of the transit custodial services.

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of the contract.

12. Responsible Firms
Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
13. Reserved Rights
The City of Fargo reserves the right to accept or reject any or all of the bids submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.
14. Publication, Reproduction and Use of Material
No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The City of Fargo and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.
15. Waiver
By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.
16. Independent Price Determination
The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City of Fargo or any person interested in the proposed contract.
17. Prohibited Interest
No administrator or employee of the City of Fargo and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

APPLICABLE FEDERAL CLAUSES: Refer to Federal Clauses Attachment.

PROTEST PROCEDURES

1.0 **General:** Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Fargo Transit Director will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests should be sent via certified mail to:

**Julie Bommelman, Transit Director
And Lori Van Beek, Transit Manager
650 23rd St N
Fargo, ND 58102**

Protests must be filed with the City of Fargo in accordance with our procedures and time requirements. The protest to the City of Fargo must be complete and contain all the issues that the protestor believes relevant. The City of Fargo will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the City of Fargo will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by Metro Area Transit, protestor may file a protest with FTA under certain limited circumstances listed in paragraph 6.0.

On occasion, when considered appropriate by the City Administrator, an informal conference on the merits of the protest with all interested parties may be held.

2.0 **Protests Before Award**

2.1 **Solicitation Phase:** Protests concerning the solicitation must be submitted in writing five (5) working days prior to bid opening date for receipt of proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Transit Director, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential bidders or offerors.

- 2.2 Pre-Award Phase: When a protest against the making of an award is received after receipt of bids or proposals but prior to award, the Transit Director may determine to withhold the award pending disposition of the protest. The City of Fargo will provide a written response to each material issue raised in the written protest. Notice of a protest as well as the City of Fargo's response will be provided to bidders/proposers who responded to the solicitation and are in line for the award of a contract.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest unless the City of Fargo determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or,
- Failure to make award will otherwise cause undue harm to the City or the Federal Government.

If award is made, the Transit Director will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protestor and, appropriate, to others concerned.

- 3.0 Protests After Award: A protest received not later than close of business (COB) ten (10) working days after award shall be reviewed by the Transit Director and the Legal Department. The contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the City of Fargo's interest, the Transit Director may consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

- 4.0 Determination of Interested Party: An interested party is an actual prospective bidder or offeror whose direct economic interest would be affected by award of a contract or failure to award a contract. This definition specifically excludes subcontractors and suppliers.

- 4.1 The ability to qualify as an actual or prospective bidder/proposer ends when the bid/proposal period ends.
- 4.2 The offer received from the protestor must be technically responsive.
- 4.3 The protestor must be the next in line to receive the award if the protested issues prevail.
- 4.4 If not next in line, the protestor must successfully challenge all intervening offers to establish next in line status.

- 5.0 Appeals: Appeals must be sent in writing to the Fargo City Commission within five (5) working days after receipt of the determination by the Transit Director. The Fargo City Commission will schedule a hearing where the appellant may be heard. The Fargo City Commission will issue the City of Fargo final written determination within ten (10) working days after receipt.

The decision of the Commission is final and no further appeals may be made.

- 6.0 Protests to FTA: Under certain limited circumstances, an interested party may protest to FTA the award of a contract pursuant to an FTA grant. FTA's review of any protest will be limited to alleged failure of the City of Fargo to have or follow its written protest procedures or alleged failure to review a complaint or protest.

6.1 Time for Filing

- 6.1.1 Protestors shall file a protest with FTA Region VIII office not later than five (5) working days of the date the protestor knew or should have known of the violation. Protests should be addressed to:

**U.S. Department of Transportation
Federal Transit Administration, Region VIII
1961 Stout Street, Suite 13301
Denver, CO 80294-3007**

- 6.1.2 Violations of Federal law or regulation will be handled by the compliant process stated within the law or regulation.

6.2 Submission of Protest to FTA

- 6.2.1 A protestor must exhaust all administrative remedies with the City of Fargo before pursuing a protest to FTA.
- 6.2.2 Protests to FTA should be sent to the FTA Regional or Headquarters Office. A concurrent copy of the protest must be sent to Metro Area Transit.
- 6.2.3 The protest filed with FTA shall:
- Include the name and address of the protestor.
 - Identify the City of Fargo and the number of the contract solicitation.
 - Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure of the City of Fargo to have or follow its protest procedures or the alleged failure to review a complaint or protest.
 - Include a copy of the local protest filed with the City of Fargo and a copy of the City of Fargo's decision, if any.

- 6.3 Other Remedies: Contractors may seek remedy in the North Dakota state courts, as applicable, if they desire to do so.

INDEPENDENT CONTRACTOR STATUS

The Contract is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this contract and for complying with the requirements of all Federal and State laws pertaining to income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees.

Employees of the Contractor will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance or public employee's retirement systems benefits by the City of Fargo under this contract.

CITY REPRESENTATIVES

The City of Fargo will provide personnel at its expense to perform as coordinators and inspectors. These personnel will have the responsibility of advising the Contractor's representative of day to day changes in city scheduling and for coordinating for special access, special cleaning, security and related matters. These personnel will also conduct continuing inspections to ensure performance with the specifications of this contract, and will accompany the Contractor's representative during all formal inspections required under this contract.

SUPERVISION

The Contractor will be responsible for the direct daily supervision of the janitorial personnel through its designated representative at the premises to which the contract applies. Such representative will be available at reasonable times to report to and confer with agents of the City with respect to services, but not less often than weekly. It is the Contractor's responsibility to provide adequate supervision to guarantee that the specifications are met and that the scope of work outlined in this contract is provided to the City. The telephone number of the reasonable supervisor will be provided to the City for daily and emergency or non-routine services.

The representative of the City and the representative of the Contractor will make monthly inspections of the premises to identify and variations from the standards or specifications. Any such variations will be corrected.

KEYS/FOBS AND BUILDING SECURITY AND PRESCRIBED CONDUCT

The City will provide the Contractor with two sets of keys/fobs to permit the Contractor to carry out responsibilities of the contract. (In emergency situations, special arrangements may be negotiated with the City of Fargo Transit Office).

Any keys/fobs lost or misplaced by the Contractor's employees will be replaced by the City at a charge to the Contractor covering cost of replacement. If keys are lost which lead to a requirement to change locks in any area of the City's facility, the Contractor will reimburse the City for the cost of such lock changes and replacement keys.

The Contractor or his/her representatives will not duplicate any City keys issued to the Contractor. The Contractor will counsel his/her employees against such duplication.

The Contractor will be responsible that the Contractor's employees do not disturb papers on desks or on other office furnishings, and that they do not open drawers of furnishings and cabinetry.

Further, the Contractor's employees will not provide access to any person to any space in the City buildings without prior authorization from the City's representatives.

Employees for the Contractor will not be assisted or accompanied by non-employees during their work shift.

The City has specific policies applying to the use of City telephones for personal use. The Contractor will be expected to ensure that his/her employees observe these policies. Unauthorized telephone usage which can be directly attributed to an employee of the Contractor will be the responsibility of the Contractor for payment of any costs incurred by the City for such unauthorized use.

Violations of these proscriptions by any of the Contractor's employees will require immediate remedy by the Contractor.

FOUND ITEMS

Items found by the Contractor's janitorial staff will be reported to and/or given to respective supervisors immediately for appropriate handling. Such items to be tagged with information specifying the date, time, room, and the name of the individual who found the item.

TECHNICAL SPECIFICATIONS

The following contract service standards describe a variety of janitorial service tasks which are required under this contract. Because the services recur many times throughout the buildings to be serviced, references elsewhere shall be the generic task and frequency of service. In addition, certain specialized areas are described which require special attention or have special staffing requirements.

The Contractor will assume the standard services as set forth in the contract will apply unless exceptions are specifically noted. Further, the expectations of the City are described fully in the contract services standards and may be only referenced elsewhere in the schedules of services.

1. Daily

The term "daily" means six (6) days per week, Monday through Saturday.

2. General Cleaning

The term "general cleaning" means remove trash; recycle designated items; clean floors; dust, wash, spot clean, vacuum, shampoo interior building surfaces and hard-surfaced and upholstered furnishings; clean interior glass; and remove graffiti.

3. Clean Floors

The term "clean floors" means sweep, dust, mop, wet mop, spot clean and vacuum. These areas include elevators. Spills, stains, and soil not removed by dry cleaning methods, will be removed by the application of detergent from a well wrung damp mop. DISINFECT. Replace furnishings only after the floor is completely dry. After wet

mopping, the floors will have a uniform appearance with no streaks, film, swirl marks, detergent residues, mop strings, or other evidence of soil. There will be no splash marks or mop streaks left on furniture, walls, baseboards, etc. Remove such splashing or marking immediately. Entrance mats are located in the interior building entrances. If vacuuming does not remove the affected soil, sweep with a stiff broom to remove. Remove mats and replace after cleaning and after surface is dry.

4. Disinfect

The term "disinfect" means clean with an approved germicidal disinfectant.

5. Prepare Floors

The term "prepare floors" means sweep, dust mop, wet mop, or vacuum (or by use of other prescribed tools) to remove litter, i.e., paper, tape, gum, rubber bands, paper clips, spills, stains, and other dust and debris from all surfaces including all accessible areas such as around furnishings, behind doors, corners, etc. After wet mopping, the floor will have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings, or other evidence of soil. There will be no splash marks left on furnishings, baseboards, etc. Any splash marks will be removed immediately. Replace mats when floor is completely dry. Treat all stain areas with an approved spot cleaning solution according to the manufacturer's instructions. After cleaning, brush the nap in one direction. Dust hand railings, ledges, grilles, fire apparatus, doors, lights, radiators, etc. Flights include the landings and stairs on steps between landings. Metal surfaces of anti-skid stair nosing will be free of dust, dirt, gum, spillage, etc. Lo-profile Disco Tread rubber anti-slip stair casing will be free of dust, dirt, gum spillage, etc.

6. Remove Trash

Empty all waste receptacles and other trash containers each night and return to their assigned locations. Do not remove other items not marked "trash". Remove all waste from trash receptacles and empty into a designated trash dumpster or receptacle in a manner as to prevent the adjacent area from becoming littered. Damp wipe exteriors of waste baskets and trash receptacles to remove evident soil. Remove soil from the interior of waste baskets and trash receptacles to restore containers to a sanitary condition. DISINFECT CONTAINERS. Replace plastic liners in receptacles when obviously soiled or torn.

7. Recycle Designated Items

Empty all recycling containers each night and return to their original locations. All paper is to be bagged and tied and deposited into a designated receptacle.

8. Empty Exterior Ashtrays

This section left intentionally blank.

9. Clean Stairs

PREPARE FLOORS.

10. Stripping and Refinish Hard Surface Floors

STRIPPING is the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces which can be

exposed by the removal of non-fixed furnishings.

Stripping also includes the complete removal of all marks, scuffs, stains, except in cases in which there is damage to the floor surfaces. Where stripping chemicals are used, the areas will be rinsed to completely remove any traces of the solution. The PH of the floor surface will be brought to neutral (PH or 7) after stripping, by rinsing with a mild acid base detergent. Stripping solution will be wiped off immediately from baseboards and other non-fixed items in the area. During the stripping process, care will be taken to avoid flooding of the immediate floor or adjacent spaces with either the stripping solution or the rinse so as to prevent damage to the tile and its bond, to the subfloor and/or to floor surfaces/coverings in adjacent spaces.

REFINISH by applying two coats of seal; followed by applying at least two coats of metal interlock polymer floor finish. Only every other coat will be applied all the way to the baseboard. The alternating coat will be applied so as to leave a 12" border around the area. The coats will be thin and evenly applied. After the finish has dried, the appearance will be uniform with no visible streaks, swirls, etc. Upon completion, no floor solutions/finish will be on the baseboards and/or other fixed equipment in the area.

11. Re-Wax Hard Surface Floors

PREPARE FLOORS. If there are black marks, marks from chair glides, embedded soil in the finish, the floor will be partially stripped by machine scrubbing. Partial stripping is the removal of only one to two layers (coats) of floor finish. One uniform thin coat of metal cross link polymer floor finish will be applied. A one tile border, next to the walls will not be re-coated. After the finish has dried, the appearance will be uniform with no visible streaks, swirls, etc. Remove all stripping or detergent solution from the baseboards, doors or other non-floor surfaces and in adjacent spaces.

12. Spray Buff Hard Surface Floors

The same preparatory steps are to be taken as in the paragraph above with the additional step, if necessary, that chairs, trash receptacles, and other movable items will be moved where necessary to spray buff underneath. Dust mop following spray buffing. A coat of metal link polymer finish will be applied. In application, a one-and-a-half tile boarder around the room will not be coated. After the finish has dried, the appearance will be uniform with no visible streaks, swirls, etc. Remove all spray buff solution and floor finish from the baseboards, furniture, trash receptacles, etc.

13. Shampoo Carpets

PREPARE FLOORS. Pre-spot all spots, stains, etc. with an approved spotting agent. Shampoo or extracts carpet as required. After shampooing, the carpet will be dry and will have a uniform appearance. All soil, stains, spots, and chemical cleaning agent will be removed. Apply 3M Carpet Protector or approved equal following extraction. Interim spray clean carpets utilizing carpet pad in heavy traffic areas. Contractor will use 3M carpet care products or approved equal. Care will be exercised if using a wet solution method to prevent saturating the carpet with excess solution. When extraction method is required, vacuum carpet after the carpet is completely dry to give the carpet a uniform appearance. Any carpet extracted will be completely dry by morning. Furniture

with metal glides or any other rustable metal surface must not come in contact with damp carpets. Return furniture to assigned location following proper air dry.

14. Spot Shampoo Carpet in Traffic Wear Areas

PREPARE FLOORS. Prior to shampooing, pre-spot carpet with an approved spotting agent. The carpet will be shampooed by the spin pad method. After cleaning, the carpet will be dry, have a uniform appearance, with all soil, stains, and spots removed. Care will be exercised if using a wet solution method to prevent saturating the carpet with excess solution. Return furniture to assigned location following proper air dry.

15. Machine Scrub Rest Rooms, Locker Rooms, and Showers

PREPARE FLOORS. Apply approved cleaning solution compatible with type of surface, and allow to stand before scrubbing the surface with a floor buffer equipped with a scrubbing pad. Deep cleaning to be performed in a manner to remove heavy stains, mildew, and mineral deposits from the surface. After scrubbing, the surface will be rinsed thoroughly to remove all remaining cleaning. After cleaning, the floor and grout will have a uniform appearance free from film, mineral deposits, corrosion stains, etc. Area not accessible with the buffer will be manually scrubbed with an abrasive pad. No sealer will be applied to floor surfaces upon completion of machine scrubbing.

16. Service Rest Rooms and Rest Room Lounges

CLEAN MIRRORS. Remove soil, streaks, film, etc. from the surface of mirrors with a damp cloth or sponge and polish dry. Clean mirror frames, shelves, and other adjacent areas and fixtures.

Refill Paper Products Dispensers

- Re-supply all paper towel dispensers to the proper level. Single fold paper towels will be interlocked with remaining towels in the cabinet. Utilize the reserve roll feature in paper roll towel cabinets. The new (reserve) roll is to be placed in the cabinet so that it will feed automatically when the existing roll is consumed.
- Toilet tissue dispensers hold two rolls; replace consumed rolls.
- Remove sanitary disposal bags and replace with new bags.
- Wipe and disinfect dispensers and adjacent surfaces.
- Check all devices for proper operation after filling; inoperable devices will be reported to the Ground Transportation Center (GTC) Office daily.
- Do not leave extra supplies in rest room areas.

Refill Soap Dispensers

Fill soap dispensers to within ½" of the top with proper dilution of soap. Disinfect. Check all devices after filling for proper operation; inoperable devices will be reported to the GTC Office daily.

Clean And Disinfect Sinks

Completely clean and disinfect all exposed surfaces of sinks. Use only non-abrasive cleaner on all exposed hardware. Cleaning includes drying and polishing. After cleaning, the fixture will present a clean and bright appearance and will be free of all visible soil, streaks, smudges, corrosion, cleaning agents, residue, etc. Inoperable or broken fixtures will be reported immediately to the GTC Office. The special set of

sponges, cloths, brushes, etc. used for cleaning toilets and urinals will not be used for cleaning any other portion of rest room facilities.

Clean And Disinfect Toilets And Urinals

Completely clean and disinfect all exposed surfaces of toilets and urinals. Use only non-abrasive cleaner on all exposed hardware. Cleaning includes drying and polishing. All foreign material will be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads, and brushes will be maintained and used only for cleaning toilets and urinals. All fixtures, including metal work, will present a clean and bright appearance and will be free of all visible soil, streaks, smudges, corrosion, cleaning agents, rings, lint, residue, etc. Stopped up toilets will be plunged to free any obstruction. When the obstruction cannot be dislodged, it will be reported immediately to the GTC Office.

De-Scale Toilets, Urinals, Sinks, And Drinking Fountains

Remove scale, scum, mineral deposits, corrosion, rust stains, etc. from the interior/exterior of all fixtures.

Spot Clean Walls, Partitions, Doors And Remove Graffiti

Clean and disinfect the partition walls, partition doors, walls, surrounding urinals and toilets, and other fixtures and accessories including privacy screens. Wipe the surface dry using a clean cloth. ***All graffiti will be removed by an approved cleaner.***

Clean Floor Drains

Remove all deposits including hair, mop strings, scum, etc. from the grate and neck of the drain. After wet mopping the floor, empty the remaining germicidal disinfectant into the floor drain; this will both disinfect the drain and seal the trap. After cleaning, the drain and grate will be free of odors and deposits.

Mop And Disinfect Floor

PREPARE FLOORS. DISINFECT. Dispose of the remaining disinfectant solution by pouring it into the floor drain.

Scrub Shower Walls (MTG only)

Completely clean and disinfect all walls and floor surfaces. Remove all stains, spots, rust stains, mildew, corrosion and mineral deposits from the walls, partitions, grout and floor. Wipe all fixtures dry with a clean cloth to provide a clean and bright appearance. Shower and privacy curtains will be left in the full closed position to allow for complete air dry.

17. Clean Drinking Fountains

Remove all obvious soil, streaks, smudges, etc. from drinking fountains and the entire cabinet. Disinfect all porcelain and polished metal surfaces including the orifice and drain. Stainless steel will be polished with an appropriate cleaner. Those with cup dispensers will be re-supplied to the proper level nightly.

18. Restore Furniture To Standard Arrangement

In the process of normal daily room use, furniture is often displaced from its standards

arrangement. Also in several areas, furniture must be moved to perform various cleaning tasks. Upon completion of the cleaning tasks, the furniture will be arranged in the original pattern.

19. Clean Interior Building And Furnishing Surfaces

Remove dust, lint, dry soil cobwebs, and debris from all vertical and horizontal surfaces. Spot clean or wash soil from washable building and furnishing surfaces, including glass, with an approved cleaner. Dust, vacuum, or spot clean ceiling and wall vents and air grilles, including the surface areas adjacent to them. Vacuum, spot clean, or shampoo upholstered furniture. Dust, sweep, and wash all doors, door frames, threshold plates, and automatic door foot treads (mats).

20. Clean Entrance Glass

Clean both sides of entry door glass and entry doors for uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Remove all paper and tape from surfaces.

21. Perform Routine Attention To Rooms

After performing janitorial tasks in any area, attention must be paid to the following details:

- Straighten venetian blinds or draperies
- Close and lock all windows
- Turn off lights as appropriate
- Lock and close doors as scheduled

22. Report Maintenance Items

Any items requiring maintenance repair shall be reported to the GTC or MTG Office. Emergency repairs such as broken pipes, floods, roof leaks, etc. shall be reported immediately to the Fargo Police Department or the GTC Office.

23. Clean Janitorial Closets/Storage

All assigned janitorial spaces must be kept clean and neat at all times. Janitorial supplies are to be placed in proper order as they arrive, discarding all used containers, papers, etc. Label containers indicating contents and dilution.

24. Power Wash Restrooms at GTC

The walls and floors of the men's and women's restrooms at the GTC are concrete, and the stool partitions are industrial grade, graffiti resistant. It has become necessary to power wash the public areas of the restrooms.

25. Sweep Stairwell

Use a broom, brush, or mop to remove dirt, soil, and other debris from the west stairwell.

26. Vacuum Elevator

Vacuum and spot clean the elevator floor. Remove all obvious soil, streaks, smudges, etc. from the walls, the internal number panel, and external call buttons.

**CUSTODIAL SERVICE CONTRACT
GROUND TRANSPORTATION CENTER (GTC) and
METRO TRANSIT GARAGE (MTG)
TECHNICAL SPECIFICATIONS
BUILDING CLEANING SCHEDULE**

The Contactor shall provide the City of Fargo representatives with a written schedule of specific dates and times designated in the Building Cleaning Schedule for monthly, quarterly, twice yearly, and annual service. Such dates and times are subject to approval of the City of Fargo representative.

The cleaning schedule will be adhered to by the Contractor. The Contractor will inform and coordinate start times with the City representative.

The Contractor shall provide janitorial service six (6) days per week. The Contractor will arrange the work schedule to keep to a minimum disruption to the normal functions of the building. Contractor's employees will not be allowed in the dispatch area of the Ground Transportation Center (GTC) for any reason prior to the close of business due to the money handling responsibilities of the dispatchers.

The Contractor is encouraged to submit to the GTC Office changes in janitorial services or methods of service which shall be beneficial to the City, either in an opportunity to reduce the costs of service, or to improve the quality or quantity of service. Acceptance of such suggested changes shall not become effective until approved in writing by the City.

SCHEDULE REQUIREMENTS

The City anticipates that the general janitorial services required within this agreement shall generally be carried out six (6) days per week, after regular business hours of the GTC. The City of Fargo expects the Contractor will have sufficient and responsible personnel on the premises of the City during each of those hours.

The Contractor will train and assign employees to specific areas. Such assignments shall be considered permanent except in emergency situations or by written consent of the City representative. Assignment rosters will be updated to provide the City with an accurate and current listing of all janitorial personnel by date, shift, building, and space assignment.

Work under this agreement which is to be performed on other than a daily or weekly basis shall be subject to written schedule and for such services to be provided by the Contractor to the GTC Office within 15 calendar days of the commencement of work under this agreement.

The Contractor is not required to perform general services under this agreement on those holidays on which the City is formally closed. Those holidays are:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day

- Christmas Day

Schedules for holidays should be coordinated with the GTC Office at least 10 calendar days before the holiday.

The Contractor may, with the prior written consent of the City, perform work at reduced levels at such time as when the Contractor is required to observe holidays other than those listed above. Requests for reductions in service shall be submitted to the GTC Office at least 10 days in advance of the dates for which reduced service levels are anticipated.

SECURITY AND CONSERVATION

It is the policy of the City of Fargo that janitorial services shall be performed in a manner which enhances the security of buildings and facilities within buildings by unlocking only that space in which work is to be performed and securing all doors to that space upon completion of janitorial tasks. Additionally, janitorial services are to be performed in an energy conservative manner by utilizing only such lighting as is necessary to comply with public safety requirements. Following completion of custodial tasks, lights will be turned off as appropriate for specific areas.

MATERIALS AND SUPPLIES

The City of Fargo will provide the following supplies for use at the Ground Transportation Center and Metro Transit Garage:

- Hand soap (liquid, powder, or bar)
- Paper towels
- Toilet paper
- Deodorizer
- Waste baskets and torpedo cans and liners
- Cloth towels
- Supplies for sanitary dispensers
- Lamps and bulbs
- Entrance mats
- Sanitary napkin disposal bags
- Garbage liners
- Glass cleaner

Contractor will furnish the following items for this contract at the Ground Transportation Center and Metro Transit Garage:

- Buffer/scrubber
- Buffer pads/scrubber pads
- Stripper
- Wax
- Disinfectants

- Scrub brushes
- Sanitary gloves
- Metal polish
- Vacuum
- Vacuum bags
- Buckets
- Power washer

SERVICE SCHEDULE – GROUND TRANSPORTATION CENTER (GTC):

For each item the frequency of the task at the Ground Transportation Center has been identified below:

Services	Daily	Monthly	Quarterly	Twice Yearly	Annually
General Cleaning	X				
Clean Floors	X				
Disinfect	X				
Prepare Floors	X				
Remove Trash	X				
Recycle Designated Items	X				
Clean Stairs	X				
Stripping & Refinish Hard Surface Floors					X
Re-Wax Hard Surface Floors					X
Spray Buff Hard Surface Floors	X				
Shampoo Carpets				X	
Spot Shampoo Carpet in Traffic Wear Areas	X				
Machine Scrub Rest Rooms		X			
Service Rest Rooms and Rest Room Lounges	X				
Clean Drinking Fountains	X				
Restore Furniture to Standard Arrangement	X				
Clean Interior Building & Furnishing Surfaces	X				
Clean Entrance Glass	X				
Perform Routine Attention to Rooms	X				
Report Maintenance Items	X				
Clean Janitorial Closets/Storage	X				
Power Wash Restrooms		X			
Sweep Stairwell	X				
Vacuum Elevator	x				
TOTAL					

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

SERVICE SCHEDULE – METRO TRANSIT GARAGE:

For each item the frequency of the task at the Metro Transit Garage has been identified below:

Services	Daily	Monthly	Quarterly	Twice Yearly	Annually
General Cleaning	X				
Clean Floors	X				
Disinfect	X				
Prepare Floors	X				
Remove Trash	X				
Recycle Designated Items	X				
Clean Stairs	X				
Stripping & Refinish Hard Surface Floors					X
Re-Wax Hard Surface Floors					X
Spray Buff Hard Surface Floors	X				
Shampoo Carpets				X	
Spot Shampoo Carpet in Traffic Wear Areas	X				
Machine Scrub Rest Rooms, Locker Rooms, & Showers		X			
Service Rest Rooms and Rest Room Lounges		X			
Clean Drinking Fountains	X				
Restore Furniture to Standard Arrangement	X				
Clean Interior Building & Furnishing Surfaces	X				
Clean Entrance Glass	X				
Perform Routine Attention to Rooms	X				
Report Maintenance Items	X				
Clean Janitorial Closets/Storage	X				
TOTAL	X				

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

**PROPOSAL FOR
CUSTODIAL SERVICES
GROUND TRANSPORTATION CENTER
& METRO TRANSIT GARAGE
CITY OF FARGO - TRANSIT OFFICE**

BID PROPOSAL FORM

Sealed proposals must be received by the City of Fargo, ND, by 2:00 p.m. Central Daylight Time on, May 26, 2022, in the Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102.

If additional space is needed, additional sheets may be attached to this form, which must be clearly referenced back to the specific section addressed, for example "1.7-List of Owners and/or Officers of the Organization."

Is your firm or could your firm be certified as a Disadvantaged Business Enterprise (owned and controlled 51% or more by a woman or minority)? Yes _____ No _____

SECTION 1. FIRM DATA/QUALIFICATIONS

- 1.1 Firm's Name: _____
- 1.2 Firm's Address: _____

- 1.3 Firm's Phone Number: _____
- 1.4 Contact Person (Name & Title): _____
- 1.5 Contact Email and Phone Number: _____
- 1.6 Legal Status of Organization: _____
(i.e. corporation, non-profit, partnership, sole proprietorship, other)

- 1.7 Date Firm Started Business: _____

- 1.8 List Owners and/or Officers of the Organization:

- 1.9 Description of Organization: Provide a brief description of the major business functions, history and organization structure of the responding organization.

1.10 Service References: Provide references from clients for which the respondent organization has provided similar service during the past five (5) years using the forms attached labeled "1.10 - Service References."

1.11 Subcontractors: Provide names, addresses, telephone numbers and role of proposed subcontractors; specify if the firm is a DBE/SBE or not. If more space is needed, attach and label as "1.11 – Subcontractors Information."

1.12 Has respondent, or any officer or partner of respondent, failed to complete a contract? If yes, explain.

1.13 Pending Litigation: Is any litigation current or pending against respondent or any officer or partner of respondent? If yes, give details. If more space is needed, attach and label as "1.13 – Pending Litigation."

1.14 Describe your firm's strategy and timeline for completing the custodial cleaning services, including personnel resources and equipment. Identify the project manager and their work experience. If more space is needed, attach and label as "1.14 –Service Work Plan."

1.15 Briefly indicate why you consider your firm to be the best to perform this contract. Explain your cleaning approach and methods. If more space is needed, attach and label as "1.15 – Respondent Organization's Ability to Perform Contract."

SECTION 2: INSURANCE

- 2.1 Insurance: Attach and label 3.2 – Insurance either: 1) Certificates of insurance for the prescribed coverage; or 2) A letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

SECTION 3: BID PROPOSAL & SUPPORTING DATA

- 3.1 Cost Summary/Bid Price: Based upon the service requirements as detailed in this RFP, complete the tables below:

BID PRICE:

	Ground Transportation Center (GTC)	Metro Transit Garage
Price per month 2022		
Number of months 2022	7	7
2022 Total		
Price per month 2023		
Number of months 2023	12	12
2023 Total		
Price per month 2024		
Number of months 2024	12	12
2024 Total		
Price per month 2025		
Number of months 2025	12	12
2025 Total		
Price per month 2026		
Number of months 2026	12	12
2026 Total		
Price per month 2027		
Number of months 2027	5	5
2027 Total		
CONTRACT TOTAL		

Average number of monthly and annual work hours:

	Ground Transportation Center (GTC)	Metro Transit Garage
Average work hours/month 2022		
Number of months 2022	7	7
2022 Total		
Average work hours/month 2023		
Number of months 2023	12	12
2023 Total		
Average work hours/month 2024		
Number of months 2024	12	12
2024 Total		
Average work hours/month 2025		
Number of months 2025	12	12
2025 Total		
Average work hours/month 2026		
Number of months 2026	12	12
2026 Total		
Average work hours/month 2027		
Number of months 2027	5	5
2027 Total		
AVG ANNUAL WORK HRS		

Note: The detailed information and estimates are not considered binding to the City of Fargo in the award of this contract.

- 3.2 Optional Services/Bid Price: Describe any optional and/or innovative services which you offer for consideration, as well as any minimum requirements you wish to exceed. Provide a detailed budget for these optional services on the attached form labeled "3.2-Optional Services/Bid Price."

SECTION 4: COVENANT AGAINST CONTINGENT FEES

The Proposer has () has not () employed any company or person (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure this Contract and has () has not ()

paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, as requested by the Contract Administrator.

SECTION 5: ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP solicitation:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of proposal.

SECTION 6: PROPOSER CERTIFICATION STATEMENT

The rate charged includes all equipment and materials used by the contractor. There can be no additional charges. The price quoted will be effective until August 8, 2025. Thirty days' notice of any rate changes shall be submitted to the City of Fargo Transit Director.

I do hereby agree to adhere to the specifications in performance under any contract awarded from this bid.

The undersigned certifies that he/she is legally authorized by the Proposer to make the statements and representations contained in this document and represents and warrants that the foregoing information is true and accurate to the best of his knowledge and intends that the City of Fargo, North Dakota, rely thereon in evaluating the Proposer.

PROPOSER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE BY: _____

TITLE: _____

NOTARY: _____

NOTARY SEAL:

1.10 - SERVICE REFERENCES

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contract Person: _____

Telephone Number: (____) _____

Length of Service: from _____ to _____

Please describe the services respondent provided to this organization by checking as many of the following as apply:

NOTE: Include completed References Release

REFERENCE(S) RELEASE

For valuable consideration, I hereby confer on the City of Fargo the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

I hereby release and discharge the City of Fargo from all and any claims and demands ensuing from or in connection with the use of the information, including all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit or the legal representatives, licensees and assigns of the City of Fargo as well as the person(s) from whom they received the information. I hereby affirm that I am the correct representative of the company listed below and have the right to provide the information. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon my heirs, legal representatives and assigns.

Date: _____

Signed: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State/Zip: _____

Phone: _____

**EVALUATION FORM
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES**

Evaluator's Name _____

Date _____

Company Name _____

Technical and Price Evaluation

Description	Maximum Points	Score
Approach and Work Plan	25	
Qualifications and References	25	
Experience	20	
* Price	30	
TOTAL	100	

* *Price Evaluation:* The lowest proposed price will receive 30 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is \$60,000 and someone bid \$66,000, they would receive 27 points ($6,000/60,000 = 10\%$, $100\% - 10\% = 90\%$, $90\% \times 30 = 27$ points)

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION & OTHER RESPONSIBILITY MATTERS**

The proposer certifies to the best of its knowledge and belief, and that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period preceding this application/proposal/contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ ARE APPLICABLE THERETO.

Name

Company Name

Date

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf of _____ that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contact, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-111 "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____.

By: _____

Attachment 1

This contract may be funded up to 50% through an operating grant from the Federal Transit Administration, catalog of Federal Domestic Assistance (CFDA) #20.507. As such, all applicable federal clauses and regulations apply.



1. **No Government Obligation to Third Parties:** *Applies to all third-party contracts that are federally funded.*

- a. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



2. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



3. **Federal Changes:** *Applies to all contracts.*

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Agency and FTA, and they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.



4. **Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



5. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.



- 6. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, 'Requirements/or Energy Assessments,' 49 C.F.R. part 622, subpart C.*

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).



7. **Veterans Employment:** *Applies to capital projects, to the extent practicable*

As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, the Contractor agrees that it:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

The Contractor also assures that its sub-recipients will:

- a. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



8. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** *Applies to all contracts.*

The Contractor is prohibited from obligating or expending federal funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" is:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor shall not provide covered telecommunications equipment or services in the performance of this contract.



9. **Termination Provisions:** *Applies to all contracts over \$10,000.*

Termination for Convenience (General Provision): The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.⁵

Opportunity to Cure (General Provision): The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within ten [10] days after receipt by Contractor or written notice from the Agency setting forth the nature of said breach or default, the Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

This termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.



10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;

- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



11. **Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters** : *Applies to all contracts exceeding \$25,000.*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify City Utilities, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which City Utilities is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and City Utilities, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the Agency, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Agency is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this agreement or another agreement with the Agency involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.



12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (Note: A separate certification will be required to be signed if the contract meets this criteria), to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



13. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.



14. **Clean Air Act and the Federal Water Pollution Control Act:** *Applies to all contracts exceeding \$150,000.*

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251-1388. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.



15. **Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.*

- a. Disputes will be presented in writing to the appropriate Agency personnel - in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. Agency personnel and the Contractor will attempt to resolve any dispute arising in the performance of the contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission - it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council - it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b. Unless otherwise directed by the Cities of Fargo/Moorhead, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

- c. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.



16. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.



17. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- a. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- b. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR§ 47.403. [State reasons]:

(End of statement)

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.



18. Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:

Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:

a. Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");*
- ii. The Davis-Bacon Act, 40 USC §§ 3141-3144, 3146, and 3147; and*
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.*

b. "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;*
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 USC § 3145; and*
- iii. US. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



19. Contract Work Hours & Safety Standards Act: *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:*

a. Contract Work Hours and Safety Standards

- i. Contract Work Hours and Safety Standards Act, as amended, 40 USC §§ 3701- 3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
- ii. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

b. For Construction Contracts:

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other

Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

c. **For Awards Not Involving Construction:**

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.



20. **Bonding:** *The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. Minnesota State Statute 574.26 limit is \$100,000) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:*

- a. A bid guarantee from each bidder equivalent to five [5] percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond,

certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - i. 50% of the contract price if the contract price is not more than \$1 million;
 - ii. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond. Bid Bond Requirements (Construction)

Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the Agency to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety [90] days subsequent to the opening of bids, without the written consent of the Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety [90] days after the bid opening without the written consent of the Agency, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting Bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the Agency as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the Agency for the damages occasioned by default, then the

undersigned bidder agrees to indemnify the Agency and pay over to the Agency the difference between the bid security and the Agency's total damages, so as to make the Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

- a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
 - iii. Two and one half million if the contract price is more than \$5 million.
- b. If the original contract price is \$5 million or less, the Agency may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Agency's interest.

The following situations may warrant a performance bond:

- a. The Agency's property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- b. A contractor sells assets to or merges with another concern, and the Agency, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

- c. Substantial progress payments are made before delivery of end items starts.
- d. Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
- b. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Agency's interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- I. Fifty percent of the contract price if the contract price is not more than \$1 million;
- II. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- III. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Agency shall determine the amount of the advance payment bond necessary to protect the Agency.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished, and the financial responsibility of the Contractor is unknown or doubtful. The Agency shall determine the amount of the patent indemnity to protect the Agency.

Warranty of the Work and Maintenance Bonds

The Contractor warrants to the Agency, the architect and/or engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the Agency, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be

considered defective. If required by the project manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one [1] year after final payment by the Agency and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Agency. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to the Agency written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one [1] year after final payment and shall be written in an amount equal to ONE HUNDRED PERCENT [100%] of the CONTRACT SUM, as adjusted (if at all).

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- 21. EEO:** *Applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3*

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The Agency will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

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- 22. Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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- 23. Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. Under this contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the contract.
- b. Special Warranty. When the contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a special warranty for its award, including its award of federal assistance under the Tribal Transit Program. The U.S. DOL special warranty is a condition of the contract.
- c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.



24. Charter Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;

- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA 's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.



25. School Bus Service Operations: *Applies to contracts for operating public transportation service.*

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

If the Contractor violates this school bus agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.



26. Substance Abuse Requirements: Drug & Alcohol Testing: *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA 's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a. Operating a revenue service vehicle, including when not in revenue service;

- b. *Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;*
- c. *Controlling dispatch or movement of a revenue service vehicle;*
- d. *Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts or such services; or an employer who receives funding under 49 USC § 5311 and contracts out such services.*
- e. *Carrying a firearm for security purposes.*

Additionally, third-party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



27. Rights to Inventions Made Under a Contract or Agreement: *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

- a. *Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b. *Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the contract.

- a. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit FTA to make available to the public, either FTA 's license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data

developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- c. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.
- f. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.



28. Disadvantaged and Small Business Enterprise (DBEs): *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

In connection with the performance of this service, the Contractor will cooperate with the Agency in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to ensure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to ensure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by Agency for purchases pertaining to this contract to the best of the Contractor's ability and will provide the Agency with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Fostering Small Business Participation

The Agency has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the Agency. This program is race and gender-neutral, however SBEs can also count towards DBE goals.



29. Prompt Payment and Return of Retainage: *Applies to all contracts.*

Recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 4 71.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).



30. 6002 of the Solid Waste Disposal Act: *Applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.*

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended (42 U.S.C. 6962) by the Resource Conservation and Recovery Act (RCRA), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.



31. Americans with Disabilities Act Access (ADA): *Applies to all contracts.*

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in

public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate.



32. Assignability Clause: *Applies to all contracts.*

Procurements through assignments: Neither the Agency nor the Contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.



33. Program Fraud & False or Fraudulent Statements & Related Acts: *Applies to all third-party contracts that are federally funded.*

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



- 34. Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.



- 35. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(111) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance



- 36. Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

ADDENDUM #1
REQUEST FOR PROPOSALS
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE
CUSTODIAL SERVICES

Issued May 20, 2022

The following clarifications are provided to assist all proposers in making an adequate interpretation of the provisions of the RFP:

- The Pre-Bid Conference minutes are attached to this addendum.

- ***RFP Page 10, Protests to FTA:***
Sections 6.0 – 6.2.3 have been removed from the RFP to clarify that the FTA's involvement in bid protests is limited. The Uniform Guidance, as adopted by DOT, no longer includes the language in 49 C.F.R. §18.36(b)(12) that provided for a direct appeal to FTA of a recipient's final decision on a bid protest.

- ***Service Schedule – Ground Transportation Center (GTC), Mid-Day Restroom Cleaning:***
Please complete a separate "bid price" and "average number of monthly and annual work hours tables" for a mid-day GTC restroom cleaning and include it in your sealed price proposal. The mid-day restroom cleaning will be required to be done between 11:00 a.m. and 2:00 p.m. each day. The mid-day restroom cleaning will be considered an option, meaning that the City may elect not to include it in the final contract. The separate bid price table can be found in the Addendum 1 5.20.22 – Custodial Bid Price & Avg Wrk Hours spreadsheet.

This spreadsheet can also be used to submit the "bid price" and "average number of monthly and annual work hours" tables for the services requested in the Ground Transportation Center & Metro Transit Garage RFP in place of the table that was included in the initial RFP.

MINUTES

PRE-BID CONFERENCE REQUEST FOR PROPOSALS GROUND TRANSPORTATION & METRO TRANSIT GARAGE CUSTODIAL SERVICES CITIES OF FARGO AND MOORHEAD

**THURSDAY, MAY 12, 2022 - 8:30 AM
METRO TRANSIT GARAGE
650 23RD ST N, FARGO, ND 58102**

1. Introductions

Introductions were made of all persons present at the meeting.

- Mesud Hero, Diamond Shine Cleaning
- Al Char, Osgood Services
- Julie Bommelman, Fargo Transit Director, MATBUS
- Cole Swingen, Fargo Assistant Transit Director – Operations, MATBUS
- Luke Grittner, Fargo Transit Planner, MATBUS
- Floyd Coppel, Building Maintenance Technician II, MATBUS

Swingen opened the online meeting in Teams. No attendees were present online and the connection was closed.

2. Review Scope of Work & Contractor Selection Criteria (Page 15-24, Page 6)

Bommelman went through the scope of work and explained that the contractors must be able to supply the materials listed under the Materials and Supplies section. Bommelman also stated that the contractors must be able to meet the insurance requirements listed. Bommelman explained the schedule requirements, stating that the cleaning is to be done after business hours. Bommelman directed the contractors the Evaluation Criteria section, and stated that the lowest bid may not be the selected bid, the selection also takes previous experience and quality into account.

3. Forms to be Submitted with Proposal (Page 2)

- Federal Clauses and Certifications
- Debarment & Suspension Certification
- Lobbying Certification

Bommelman spoke about the submission of proposals and what is expected of the contractor. She explained that the written proposal should be in a separate sealed envelope from the price proposal.

The two certifications in Appendix B-1 and B-2 must be signed and submitted with the proposal.

Bommelman told the attendees that their business must be registered with SAM.gov prior to entering into a contract. Sam.gov is the registration site for businesses working with the federal government or federal grantees.

Bommelman also explained that if a proposal is received and it does not include the proper forms, it will be considered non-responsive and will not be considered.

4. Projected Schedule (Pages 4-5)

- Proposals are due May 26, 2022 at 650 23rd St N, Fargo, 2:00 pm CDT
- Contract begins/work commences August 8, 2022

Bommelman explained that there is an opportunity for pre-bid protests, if the contractor believes that something has been done unfairly.

5. There have been no written requests for clarifications and modifications (were due May 5, 2022)

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June 12, 2023

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

As of 2020, the United States Census population of the Fargo-Moorhead metropolitan area exceeds 200,000, and the Federal Transit Administration (FTA) now considers the area a large urbanized area (UZA). There are grant programs (Section 5310 and 5339) directly allocated to large UZAs, with related and expanded requirements. These changes in federal requirements take effect October 1, 2023, and provide opportunities to consolidate assets and personnel, and identify potential options for distribution and allocation of transit costs between participating jurisdictions in the Fargo-Moorhead UZA.

In late 2020, the Fargo City Commission adopted a study regarding a MATBUS Transit Authority which provided a long-range vision roadmap for the implementation of an Authority structure. The study provided the groundwork for continued discussion, strategizing and coordination between local jurisdictions and state and federal partners.

The final evaluation study to consider a potential Transit Reorganization was issued as a Fargo/Moorhead Request for Qualifications (RFQ) and was distributed to six firms. One proposal was received from KLJ, Inc. KLJ, Inc. was determined to be qualified; the price proposal exceeded the budget slightly and was negotiated to fall within budget.

The study scope addresses coordination of transit services throughout the Fargo-Moorhead UZA, by providing:

- a detailed plan for the reorganization of existing Fargo and Moorhead transit staff under a new governance model;
- an outline of new FTA requirements and opportunities to reduce duplication between grantees;
- the development of formulas for distribution of federal funds; and
- an equitable cost allocation formula for participating entities for transit service operating costs.

Requested motion: Award the contract for consulting service to KLJ, Inc. for a Transit Reorganization Study and authorize staff to develop a contract working with the City's Legal Department. The contract will be in an amount not to exceed \$49,921.17, of which 50% will be paid by the City of Fargo and 50% by the City of Moorhead.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

For Schedule Information: 701-232-7500